



**INVITATION TO BID  
FOR THE  
CONSTRUCTION OF**

**PI No. 0007310**

**CSHPP-0007-00(310)**

**SR 120/Abbotts Bridge Rd Operation Improvements from Jones  
Bridge Rd to Parson Rd**

**Johns Creek, Georgia  
Fulton County**

**BID NUMBER  
16-146**

**Release of Bid  
April 28, 2016**

**Pre-Bid Meeting  
Tuesday, May 10, 2016**

**Bid Due Date  
Thursday, May 26, 2016 at 2:00 P.M.**

**Questions must be directed to:  
City of Johns Creek, Purchasing Manager, John T. Henderson,  
via e-mail to:  
[john.henderson@johnscreekga.gov](mailto:john.henderson@johnscreekga.gov)**

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**Tom Black**

**Director of Public Works  
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# CITY OF JOHNS CREEK

## Purchasing Division

### **SR120/Abbotts Bridge Road Operation Improvements from Jones Bridge Rd to Parson Rd (West)**

### **Invitation to Bid# 16-146**

The City of Johns Creek is accepting formal sealed Invitation to Bid (ITB) from qualified construction firms for the above referenced project. Sealed ITB's will be received no later than **2:00 PM, May 26, 2016** in the City of Johns Creek Purchasing Office, 12000 Findley Rd., Suite 400, Johns Creek, Georgia, 30097 at which time ITB's will be opened and publicly read aloud. ITB's received after the above time or in any other location other than the Purchasing Office will not be accepted. A Pre-Bid Conference will be held on **May 10, 2016 at 10:00 AM** at the City Hall location Chattahoochee Conference Room.

Georgia Department of Transportation Standard Specifications, 2013 Edition, Supplemental Specifications Book, 2008 edition, and applicable Supplemental Specifications and Special Provisions. The DBE goal for this project is: **13%**. Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting bids in excess of \$2,000,000 must be prequalified with the GDOT.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ITB packages and plans are available on the City of Johns Creek website (<http://www.johnscreekga.gov/services/purchasing>). Additional information may be obtained by contacting the Purchasing Office at (678) 512-3233. ITB's shall be presented in a sealed opaque envelope with the ITB number and name clearly marked on the outside of the envelope. The name of the company or firm submitting an ITB response should also be clearly marked on the outside of the envelope. **TWO (2) ORIGINAL HARD COPIES AND ONE (1) COPY ON CD OF THE ITB MUST BE SUBMITTED.** All offerors must comply with all general and special requirements of the ITB information and instructions enclosed herein.

Warren Hutmacher  
City Manager

Mike Bodker  
Mayor

**Bid Form**

**TO: PURCHASING MANAGER  
CITY OF JOHNS CREEK  
JOHNS CREEK, GEORGIA 30097**

**Ladies and Gentlemen:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Johns Creek, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**SR 120/ABBOTTS BRIDGE RD OPERATION IMPROVEMENTS FROM JONES  
BRIDGE RD TO PARSON RD  
PI 0007310**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Johns Creek in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), applicable special provisions and any supplemental specifications. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Attached hereto is an executed Bid Bond or certified check on the (Bank) \_\_\_\_\_  
\_\_\_\_\_ of (City, State) \_\_\_\_\_ in  
the amount of \_\_\_\_\_ Dollars (\$ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Johns Creek and the undersigned shall fail to execute a

satisfactory contract in the form of said proposed Contract, and give satisfactory Performance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Johns Creek may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void.  
Bidder also acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____

The DBE goal for this project is: **13%**

Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting bids in excess of \$2,000,000 must be prequalified with the GDOT

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Bidder \_\_\_\_\_  
\_\_\_\_\_(Seal)

Bidder Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **Bidding Instructions**

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. Completed Bid Schedule and Bid Form
2. Applicable Compliance Specifications Sheets
3. Applicable Addenda Acknowledgement(s)
4. Completed BID Tab Sheet (Bid Schedule)
5. Appropriate Bond Information
6. Certification of Insurance
7. Reference to verify experience with similar type projects
8. Completed DBE Goals Form and Federal Aid Certification
9. Completed Georgia Security and Immigration Compliance Act Affidavit

### **Schedule:**

Release of Bid	04/28/2016
Pre-Bid Conference	05/10/2016
Deadline for Questions	05/13/2016 @ 5:00 p.m
Response to Questions	05/16/2016
<b>Bid Due Date:</b>	<b>05/26/2016</b>
Anticipated Notice to Proceed:	08/15/2016
Project Completion Date:	365 calendar days from the issuance of the NTP

### **Bidding Requirements**

GDOT Specification – Section 102-Bidding Requirements and Conditions will be followed for this bid package unless otherwise noted.

All questions should be e-mailed to [john.henderson@johnscreekga.gov](mailto:john.henderson@johnscreekga.gov). Information concerning this bid, including addendum information and question responses, can be found online at [www.johnscreekga.gov](http://www.johnscreekga.gov); link to purchasing page.

Interested parties shall submit their completed bid by the date and time designated on the cover sheet to the City of Johns Creek Purchasing Office. The completed bid shall be delivered in a sealed, opaque envelope with the name of firm submitting, address, phone, and primary point of contact. Any bids received after the deadline will be returned to the bidder unopened.

Each bid must be accompanied by a bid bond, prepared on an accepted form, duly executed by the bidder, in the amount of five percent (5%) of that bid. In order to allow for GDOT review and approval of the contract, the bid bond must be valid for a period of not less than 90 days. The successful bidder for this contract will be required to furnish a satisfactory performance bond in the amount of 100% of the bid and labor and material payment bond in the amount of one hundred and ten percent (110%) of the bid.

If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. The City seeks to ensure that all segments of the business

community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The City provides equal business opportunity for all businesses and does not discriminate against any persons regardless of race, color, religion, age, sex, national origin or handicap.

**Purpose:**

The purpose of this document is to provide general and specific information for use in submitting a bid or proposal to supply the City with equipment, supplies, and/or services as described herein.

**How To Prepare Bid Proposals: All Bid Proposals Shall Be:**

Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be submitted. IF THE REQUIRED BID DOCUMENTS ARE NOT RETURNED IN THEIR ENTIRETY, THE BID WILL NOT BE CONSIDERED. Alternate forms may be used for surety requirements. ALL ALTERNATE FORMS MUST BE ATTACHED IN THE PROPER LOCATION. THE EXECUTED FORMS FOR FEDERAL-AID CERTIFICATION AND DBE GOALS MUST BE SUBMITTED WITH BID. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT TO THE LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID.

Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED IN LONGHAND AND ALL BLANK SPACES MUST BE FILLED IN.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

**How to Submit Bid Proposals: All bid proposals shall be:**

- A. Submitted in sealed opaque envelopes, plainly marked with the  
**SR120/Abbotts Bridge Road Operation Improvements from Jones Bridge Rd to Parson Rd (West),  
P.I. No. 0007310,**

Date, Time of bid opening, Your Company Name and Your contractors' license number.

- B. Mailed or delivered as follows in sufficient time to ensure receipt by the City on or before the time and date specified.

Address: City of Johns Creek  
12000 Findley Rd, Suite 400  
Johns Creek, Georgia 30097

**BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED OR WITHOUT APPROPRIATE MARKINGS ON THE OUTSIDE OF THE ENVELOPE WILL NOT BE OPENED OR CONSIDERED.**

**How to Submit an Objection:**

Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the City in the following manner:

- A. The pre-bid conference is scheduled in the advertisement to bidders. Bidders shall either present their oral objections at that time or submit their written objections at least two (2) days



prior to the scheduled pre-bid conference.

B. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

#### Errors in Bids:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.

#### Standards for Acceptance of Bid for Contract Award:

The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids. See Section 102 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

#### Bidder:

Whenever the term "bidder" is used it shall encompass the "person", "business", "contractor", "supplier", "vendor", or other party submitting a bid or proposal to the City in such capacity before a contract has been entered into between such party and the City.

#### Compliance With Laws:

The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or the City statute, ordinances and rules during performance of any contract between the contractor and the City. Any such requirement specifically set forth in any contract document between the contractor and the City shall be supplementary to this section and not in substitution thereof. See Sections 102 & 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

#### Contractor:

Contractor or Subcontractor means any person or business having a contract with the City. The contractor/vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connections with the awarded contract as more fully specified in the contract documents. See Section 108 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

#### Inspecting & Testing Materials:

Whenever, in these Contract Documents, inspecting, testing, or certification of materials(s) is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by the Engineer, testing shall be stipulated by the Engineer and the character of the test shall be stipulated by the Engineer. The Contractor is not responsible for inspection and testing. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and tests must be furnished in quadruplicate to the Engineer by the bureau, agency, or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor. ALL TESTING SHALL MEET THE REQUIREMENTS OUTLINED IN THE GDOT SAMPLING,

TESTING, AND INSPECTION GUIDE (STI). Material Testing type and frequency according to STI. All materials must be from approved GDOT sources.

**Construction Schedule:**

The Contractor will be required to submit a construction schedule, in writing, identifying milestones and completion dates at the pre-construction conference. The schedule must be approved prior to start of project.

**Staking:**

The Contractor shall stake or flag the exact location of each sign assembly post and shall notify the City when all post locations have been staked or flagged. No post shall be set by the contractor without prior written approval of the exact location from the City.

**BORROW MATERIAL:**

Borrow material, if required, shall be supplied by the contractor. Contractor shall provide all labor, equipment and materials necessary to excavate, haul, and deliver the borrow material to the site. Payment for borrow material is included in Grading Complete. Contractor is responsible for environmental clearance of borrow site and testing to determine suitable material according to GDOT Specs.

**Participation:**

The US Department of Transportation and the Georgia Department of Transportation are participating in this project.

**General Conditions**

**SPECIFICATIONS:**

Any obvious error or omission in specifications shall not inure to the benefit of the bidder, but shall put the bidder on notice to inquire of or identify the same from the City. Whenever herein mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these qualifications. The attached specifications shall be used for this project.

**MULTIPLE BIDS:**

No vendor shall be allowed to submit more than one bid.

**BID FOR ALL OR PART:**

Bidders must submit a bid for the Base Bid items of the project and separate bids for each of the Additional Alternates. Bidder may not restrict his bid to consideration in the aggregate but must name a unit price on each item bid upon.

**PRICES TO BE FIRM:**

Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the bid.

**COMPLETENESS:**

All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid proposal.

**QUALITY:**

All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality and of the highest standard of workmanship.

Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts, and of the skills employed.

**GUARANTEE:**

Unless otherwise specified by the City, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of three (3) years. (Includes two (2) growing seasons for plants). If, within the guarantee period any defects occur which are due to faulty material and/or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be designated by the City as being least detrimental to the operation of the City business.

**LIABILITY PROVISIONS:**

Where bidders are required to enter or go onto City property to take measurements or gather other information in order to prepare the bid or proposal as requested by the City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless the City from any liability arising therefrom. The contract documents specify the liability provisions required of the successful bidder in order to be awarded a contract with the City.

**CANCELLATION OF CONTRACT:**

The contract may be cancelled or suspended by the City in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms as described in Section 108 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**PATENT INDEMNITY:**

Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract or out of the use of disposal for the account of the City of supplies furnished or construction work performed hereunder.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation,

communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

**AWARD OF CONTRACT:**

See Section 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**PROCUREMENT PROCEDURES:**

Objections and protests to any portion of the procurement process or actions of the City staff may be filed with the City for review and resolution.

**QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER OR PROPOSAL):**

A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals as described in Section 102 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:**

The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents from a part of the bidders proposal or bid and by reference are made a part hereof. See Section 102 & 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**SIGNED BID CONSIDERED OFFER:**

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the City, Purchasing Agent or his designee. In case of default on the part of the bidder after such acceptance, the Bidder shall forfeit 5% of the Bid Bond and the City may take action as it deems appropriate, including legal action for damages or lack of required performance.

**NOTICE TO PROCEED:**

The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the City or their designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**PRICE CHANGE:**

See Section 109 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**BONDS:**

- A. Such bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price and be accompanied with agents & underwriters name, address and phone number.
- B. Contractor(s) shall post a payment bond of 110% of the bid price and a performance bond of 100% of the bid price if awarded the project. Such Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by City.

**TERMS OF CONTRACT: (check where applicable)**

- \_\_\_\_\_ A. Annual Contract
- \_\_\_\_\_ B. One-time Purchase
- X  C. Other One Time Contract

**RESPONSIBILITY FOR CLAIMS AND RELIABILITY:**

The Contractor shall agree to hold harmless, indemnify and defend the City and its agents, Engineers, engineers and employees while acting within the scope of their duties from and against any and all liability, claims, damages and cost of defense arising out of the Contractor's performance of the work described herein, but not including the sole negligence of the City, its agents, Engineer and engineers, or employees. The Contractor will require any and all Subcontractors to conform to the provisions of this clause prior to commencing any work and agrees to insure that this clause is in conformity with the insurance provisions of the contract.

**INSURANCE**

The Contractor shall purchase prior to commencement of the work, and maintain the following insurance:

Insurance covering claims under Workmen's Compensation, in accordance with the laws of the State of Georgia, disability benefit and other similar employee benefit acts, against himself or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

Contractor's Public and Automobile Liability Insurance in an amount of not less than \$100,000 for injuries, including those resulting in death, and in an amount not less than \$300,000, and not to exceed \$1,000,000 for any one occurrence

Contractor's Public and Automobile Liability Insurance in an amount not to exceed \$100,000 for

each occurrence of property damage and \$200,000 for the aggregate of operations.

- (a) Any exclusion of so-called underground damage to pipes, collapse of structures or damage resulting from explosion or blasting, shall be deleted.

The policy shall provide completed operations coverage, and such coverage shall be maintained by the Contractor for a period of one year from the date of payment of the final amounts owed the Contractor by the City, whichever occurs first.

Property Damage Insurance in an amount of not less than \$50,000 but not to exceed \$100,000 from damages on account of any occurrence, with a limit of \$200,000 for the aggregate of operations.

Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project.

Owner's protective liability insurance, in the name of the City, his professional consultants and their agents as additional insured under the contractor's general liability insurance policy with respect to the services performed by the Contractor for the City, with the following limits:

Personal Injury including death - limits of \$100,000.00 for each person and \$300,000.00 for each occurrence.

Property Damage - limits of \$50,000.00 for each person and \$100,000.00 for the aggregate of operations.

#### ENDORSEMENTS

On all insurance, there shall be attached to and made a part of every policy or certificate of insurance required hereunder, as the case may be, an endorsement stating that "The insurance company agrees that Policy Number \_\_\_\_\_ shall not be cancelled, changed or allowed to lapse until ten (10) days after the City has received written notice of the cancellation or change or lapse, as evidenced by return receipt of certified or registered letter, and it is agreed further that as to lapsing such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on this policy.

#### DISPOSITION OF POLICIES AND CERTIFICATES

A certificate of insurance acceptable to the City shall be filed with the City prior to commencement of the work, and to all Workmen's Compensation Insurance required hereunder.

Certified copies of all policies of Builders Risk, Contractor's protective liability insurance and Contractor's public and automobile liability insurance and the City's Protective Liability required hereunder shall be filed with the City prior to commencement of the work.

No insurance required hereunder will be acceptable unless written by a company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued, and acceptable to the City.

**BASIS OF CONTRACT AWARD:**

A. If the contract is awarded, it will be awarded to the lowest responsive and responsible bidder. The low bidder will be determined based on the low base bid and any alternatives selected by the City. See Section 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

B. The City reserves the right to reject any or all proposals and to waive any technicalities.

Contracts will be administered by the City Representative. Invoices will be submitted to the City Representative as directed.

**SUBLETTING, ASSIGNMENT OR TRANSFER**

The City considers the work of the CONTRACTOR personal. The CONTRACTOR agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City.

The City reserves the right to review all subcontracts prepared in connection with the agreement, and the CONTRACTOR agrees that it shall submit to the City any proposed subcontract documents together with the subcontractor cost estimates for review and written concurrence of the City in advance of their execution.

All subcontracts of \$10,000 or more shall include the provisions set forth in this agreement.

**COMPLIANCE WITH APPLICABLE LAW**

See Section 102 & 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). The CONTRACTOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 710.405(b) as stated in this agreement.

The CONTRACTOR shall comply and shall require all its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990(ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322 ; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

Subcontracting **THIRTEEN PERCENT (13%)** of the project funds to Disadvantaged Business Enterprise (DBE), is the goal, as defined and provided for under the Federal Rules and Regulations 49 CFR et.seq. The CONTRACTOR shall ensure that DBE firms are certified with the Georgia Department of Transportation's Equal Employment Opportunity Office. The CONTRACTOR shall submit to the City for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

The CONTRACTOR shall comply and require all its subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects.

**Proposal Form**

TO: City of Johns Creek  
12000 Findley Rd, Suite 400  
Johns Creek, Georgia 30097

Gentlemen:

In compliance with your Notice To Contractors, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Johns Creek to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, necessary to complete the work in the manner therein specified within the time specified, as therein set forth, for:

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Contractual Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with the City of Johns Creek in full conformance with the Contract Documents.

It is the intent of this Proposal to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within **365 days**.

---

COMPANY

---

DATE

---

SIGNATURE

---

TITLE

---

DATE



**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**NON-COLLUSION CERTIFICATION**

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1\_\_\_2\_\_\_3\_\_\_4\_\_\_5\_\_\_. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The bidder(s) whose signature(s) appear on this document having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct

Sworn to and subscribed before me this

day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Federal ID No./IRS No.)

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or Individual Owner  
or Partner (Strikethrough all except the one which  
applies.)  
=====

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or Individual Owner  
or Partner (Strikethrough all except the one which  
applies.)  
=====

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or Individual Owner  
or Partner (Strikethrough all except the one which  
applies.)

### **Insurance Requirements**

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

Certificate Holder should read: The City of Johns Creek, Georgia, 12000 Findley Rd, Suite 400, Johns Creek, Georgia 30097.

## **Bonding Requirements**

### **Surety Requirements**

A Bid Bond for five percent (5%) of the amount of the bid is required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid will be required of the successful bidder.

A Payment Bond for one hundred and ten percent (110%) of the bid will be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for ninety (90) days from the date on which the bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized City of Johns Creek Contract Agreement, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with the City to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish a 100% Performance Bond and a 110% payment bond, and acknowledges the City's right to require a Performance Bond and a Payment Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with the City as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

### **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at \_\_\_\_\_

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097

(Address of Obligee)

herein after referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

### **SR 120/ABBOTTS BRIDGE RD OPERATION IMPROVEMENTS FROM JONES BRIDGE RD TO PARSON RD**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, Georgia, and execute a sufficient and satisfactory **Performance Bond payable to the City of Johns Creek, Georgia, in an amount of 100% of the total Contract Price, and Payment Bond in the amount of 110% of the total Contract Price** in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2015

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

## **Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Johns Creek, Georgia

(Name of Oblige)

12000 Findley Rd., Suite-400, Johns Creek, Ga. 30097

(Address of Oblige)

hereinafter referred to as Oblige; are held firmly bound unto said Oblige and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige, dated for: \_\_\_\_\_, 2015.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to

the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
2015

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(SURETY)

ATTEST BY: \_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

## **Payment Bond**

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097

(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.



PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

\_\_\_\_\_  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**Qualifications Signature and Certification**

**(Bidder to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Company Name Here\_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title)\_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
(Signature) (Seal)

Company Name:\_\_\_\_\_

**The City of Johns Creek requires 51% participation  
by the prime Contractor on all projects.**

**List of Subcontractors**

I do \_\_\_\_\_ do not \_\_\_\_\_ propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

SIGNED: \_\_\_\_\_

CONTRACTOR

Note: Contractor to provide copies of all subcontractor agreements to ensure all federal provisions are included.

## **Bid Specifications**

### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The contractor will construct an asphalt pavement, storm drainage, concrete sidewalk, and all other miscellaneous items necessary for the completion of the work within the City of Johns Creek (City) Georgia. This work includes the following project:

#### **P.I. #0007310 SR 120/ABBOTTS BRIDGE RD OPERATION IMPROVEMENTS FROM JONES BRIDGE RD TO PARSON RD**

The Contractor will construct all work per Georgia Department of Transportation Standard Specifications, latest edition; Supplemental Specifications Book, latest edition; and applicable Supplemental Specifications and Special Provisions; Contract Documents including but not limited to typical sections, scope of work, plan drawings, and specifications; Schedule; and Budget.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references for similar type projects.

The Prime Contractor must be a GDOT Prequalified Contractor. All subcontractors must be Registered Subcontractors with GDOT. Contractors and Subcontractors must also be approved for use on the project. Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting bids in excess of \$2,000,000 must be prequalified with the GDOT. DOT Forms 483, 484, and 485 will be used for the approval process.

The Georgia Department of Transportation and the City will inspect the work as it progresses.

All work shall be constructed according to the Plans, Standards, and Details. These documents are made part of the contract by reference and can be found on the City of Johns Creek (City) website at <http://www.johnscreekga.gov/Services/purchasing.aspx>. The contractor is responsible for printing the plans.

The selected contractor is responsible for printing all plans. Hard copies of plans will NOT be supplied by the City only electronic versions.

### **SCOPE OF WORK**

Contractor shall refer to the general notes within the plans for additional scope of work information.

### **SPECIAL PROVISIONS**

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

Special Provision 105—Control of Work  
Special Provision 107 – Legal Regulations and Responsibility to the Public  
Special Provision 108 – Prosecution and Progress  
Special Provision 150 – Traffic Control  
Special Provision 154 – Construction Vibration Monitoring  
Special Provision 516 – Aluminum Handrail  
Special Provision 630 – Modular Block Retaining Wall System  
Special Provision 766 – Irrigation

### **PROSECUTION AND PROGRESS**

The Contractor will have **365** calendar days from issuance of the Notice to Proceed (NTP) to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work, except punch list, work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon receipt of Notice to Proceed (NTP) the Contractor will be required to submit a progress schedule. The anticipated date that the contractor will receive NTP is August 15, 2016. The bid must be reviewed and approved by both GDOT and the City.

What the NTP has been issued a preconstruction conference will be held with, at a minimum, Sponsor, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on national holidays (i.e. July 4<sup>th</sup>, Labor Day, etc.). Refer to the Johns Creek web site for a calendar of holidays. Please refer to Special Provision 150 – Traffic Control for lane closure restrictions.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. The work specified for this project includes but not limited to placement of asphalt pavement, installation on storm drainage, traffic control, erosion control, grading, concrete forming and pouring, backfilling, grassing, and clean-up.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

Materials must come from GDOT approved sources identified on GDOT's Qualified Products List (QPL). The contractor will be required to submit in writing a list of proposed sources of materials. When

required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All material is to meet the requirements outlined in the sampling testing and inspection manual.

The Contractor shall be assessed liquidated damages in accordance with **Section 108—Prosecution and Progress, Subsection 108.08**, latest edition, for any work not completed after 365 Calendar Days from Notice to Proceed. Liquidated damages shall be deducted from the last invoice.

### **PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall submit Notice of Intent as primary permittee in order to obtain the appropriate NPDES permit as per plans.

### **MATERIALS**

All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States. The only current exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these current exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

(a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

(b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “**Buy America Certificate of Compliance**” shall be provided to the LOCAL GOVERNMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the LOCAL GOVERNMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications

will be justification for rejection of the steel and/or iron product or nonpayment of the work.

(c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

#### **EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB, shown on the plans and / or included in the supporting documentation concerning quantities, scope of work, existing GDOT conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid. No adjustment will be made to the bid for differing site conditions.

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in their lump sum bid for Grading Complete. No adjustment will be made to the bid based on missing or inaccurate information.

No payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

#### **UTILITIES**

Contractor is responsible for coordinating the relocation of all utilities. Contractor is to install all utilities per utility plan sheet unless noted otherwise. Contractor shall also be responsible for the adjusting to grade of existing utility structures that are incorporated into the work.

Utility relocation of waterline has been included in the plans (44 Series Drawings) and will be bid separately as per the bid schedule in this document.

#### **TRAFFIC CONTROL**

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise approved by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control



signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

See Special Provision 150 – Traffic Control for information related to lane closures.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public. Contractor shall submit a traffic control plan to the City for approval.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractors expense unless otherwise directed. At no time will Contractor remove regulatory signing which may cause a hazard to the public.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

#### **INVOICING**

The Contractor shall invoice monthly for work satisfactorily completed. Separate invoices will need to be submitted for waterline relocation work included on the project.

#### **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before final acceptance.

Contractor will be responsible for relocating mailboxes, if necessary, at no cost to the City.

#### **SURVEY**

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed, will be considered incidental to construction operations and no additional compensation will be provided. Electronic CAD files will be available to

the winning bidder for information purposes only.

### **RIGHTS AND USE OF MATERIAL**

Materials excavated from the City owned right of way within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

### **GRADING COMPLETE**

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing curb, sidewalk, roadway, trees and any other items necessary to complete the work.

Sidewalk, shoulders, etc. shall be installed according to typical sections. Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The Contractor is also responsible for all ditch grading required to maintain drainage.

### **CONCRETE CURB AND GUTTER**

The Contractor shall saw cut the existing edge of pavement at locations where curb is to be installed to provide a straight and uniform tie-in. This work is incidental to the project and no separate payment will be made. The curb and gutter shall be installed in a manner to provide a uniform curb section.

### **EROSION/SEDIMENT CONTROL**

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion.

### **GRASSING**

Contractor will be responsible for grassing installed shoulders and all other disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – “Grassing.” Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary. The type of grass to be used shall match the type of grass on the adjacent property.

**PREPARATION OF SUBGRADE**

This work shall consist of constructing the sub-grade for the Concrete Sidewalk, Curb & Gutter and Graded Aggregate Base such that the finished line and grade will conform to the line and grade as shown on the plan or as directed by City. The subgrade will be compacted to a degree such that no noticeable deflection is apparent. Removal of unsuitable material and replacement with suitable material is the responsibility of the Contractor. The City staff will verify line, grade, and compaction prior to placement of any Concrete Sidewalk, Curb & Gutter and Graded Aggregate Base Contractor will not proceed without approval of the subgrade compaction by City.

**SAFETY**

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

**CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.

### **Bid Schedule**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>ROADWAY</b>					
150-1000	TRAFFIC CONTROL - 0007310	LS	LUMP		
154-1000	CONSTRUCTION VIBRATION MONITORING	LS	LUMP		
210-0100	GRADING COMPLETE - 0007310	LS	LUMP		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	10500		
318-3000	AGGR SURF CRS	TN	1000		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	150		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	500		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	4500		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	3800		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	5000		
413-1000	BITUM TACK COAT	GL	6000		
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	30000		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	500		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	110		
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	60		
441-0104	CONC SIDEWALK, 4 IN	SY	9800		
441-0108	CONC SIDEWALK, 8 IN	SY	1000		
441-0204	PLAIN CONC DITCH PAVING, 4 IN	SY	400		
441-0740	CONCRETE MEDIAN, 4 IN	SY	200		
441-0748	CONCRETE MEDIAN, 6 IN	SY	300		

441-4020	CONC VALLEY GUTTER, 6 IN	SY	100		
441-4030	CONC VALLEY GUTTER, 8 IN	SY	50		
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	10500		
441-6718	CONC CURB & GUTTER, 6 IN X 24 IN, TP 7	LF	12000		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	9400		
500-3200	CLASS B CONCRETE	CY	100		
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	160		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	150		
516-9999	HANDRAIL – SEE SPECIAL PROVISION	LF	1100		
600-0001	FLOWABLE FILL	CY	100		
607-3000	STONE FACING	SF	2600		
630-0010	SEGMENTAL CONCRETE FACING UNITS, WALL NO. 4	SF	4500		
630-0200	MODULAR BLOCK RETAINING WALL, BACKFILL MATERIAL, WALL NO. 4	CY	2100		
630-0300	MODULAR BLOCK RETAINING WALL CONCRETE LEVELING PAD	LF	403		
630-0400	MODULAR BLOCK RETAINING WALL, CAST-IN-PLACE COPING B, WALL NO. 4	LF	403		
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	6		
634-1200	RIGHT OF WAY MARKERS	EA	21		
641-1200	GUARDRAIL, TP W	LF	350		
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	1		
641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	1		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	1200		
702-0228	CUPRESSOCYPARIS LEYLANDII	EA	100		
708-1000	PLANT TOPSOIL	CY	50		
766-7020	IRRIGATION SYSTEM - SEE SPECIAL PROVISION	LS	LUMP		

DRAINAGE					
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	9		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	5400		
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	210		
550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	LF	450		
611-8000	ADJUST CATCH BASIN TO GRADE	EA	6		
611-8040	ADJUST DROP INLET TO GRADE	EA	3		
611-8050	ADJUST MANHOLE TO GRADE	EA	2		
668-1100	CATCH BASIN, GP 1	EA	36		
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	28		
668-2100	DROP INLET, GP 1	EA	27		
668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	11		
668-4300	STORM SEWER MANHOLE, TP 1	EA	3		
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	6		
SIGNING AND MARKING					
150-0008	REMOVE AND RESET EXISTING SPCL GUIDE SIGNS, OVERHEAD, COMPLETE-IN-PLACE	EA	3		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	240		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	500		
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	SF	140		
636-2070	GALV STEEL POSTS, TP 7	LF	1300		
636-2080	GALV STEEL POSTS, TP 8	LF	120		
652-0094	PAVEMENT MARKING, SYMBOL, TP 4	EA	24		
652-0110	PAVEMENT MARKING, ARROW, TP 1	EA	24		
652-5301	SOLID TRAF STRIPE, 6 IN, WHITE	LF	7500		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	1000		

652-6301	SKIP TRAF STRIPE, 6 IN, WHITE	GLF	2000		
652-6501	SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLF	2000		
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	4		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	60		
653-0160	THERMOPLASTIC PVMT MARKING, ARROW, TP 6	EA	3		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1200		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	7500		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	410		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	6200		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	1500		
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	1800		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	2300		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	45		
654-1001	RAISED PVMT MARKERS TP 1	EA	140		
654-1003	RAISED PVMT MARKERS TP 3	EA	410		
<b>ATMS/TRAFFIC SIGNALS</b>					
615-1200	DIRECTIONAL BORE -3IN	LF	5200		
615-1200	DIRECTIONAL BORE -5IN	LF	120		
647-1000	TRAFFIC SIGNAL INSTALLATION NO -	LS	LUMP		
647-1000	TRAFFIC SIGNAL INSTALLATION NO -	LS	LUMP		
647-2160	PULL BOX, PB-6	EA	16		
647-2170	PULL BOX, PB-7	EA	2		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	22		
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	5400		

935-1116	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 72 FIBER	LF	7100		
935-3106	FIBER OPTIC CLOSURE, UNDERGROUND, 72 FIBER	EA	3		
935-3601	FIBER OPTIC CLOSURE, FDC PRE-TERMINATED, TYPE A, 4-FIBER	EA	2		
935-4010	FIBER OPTIC SPLICE, FUSION	EA	18		
935-5050	FIBER OPTIC PATCH CORD, SM	EA	12		
935-8000	TESTING	LS	LUMP		
939-2305	FIELD SWITCH, TYPE C	EA	2		
<b>EROSION &amp; SEDIMENT CONTROL</b>					
163-0232	TEMPORARY GRASSING	AC	5		
163-0240	MULCH	TN	200		
163-0300	CONSTRUCTION EXIT	EA	4		
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	4		
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	7		
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	1000		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	81		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	4000		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	500		
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	4		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	4		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	81		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	2		



167-1500	WATER QUALITY INSPECTIONS	MO	12		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	8000		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	30		
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	SY	10		
603-7000	PLASTIC FILTER FABRIC	SY	40		
700-6910	PERMANENT GRASSING	AC	10		
700-7000	AGRICULTURAL LIME	TN	30		
700-8000	FERTILIZER MIXED GRADE	TN	1		
700-8100	FERTILIZER NITROGEN CONTENT	LB	4000		
700-9300	SOD	SY	9000		
716-2000	EROSION CONTROL MATS, SLOPES	SY	2000		
<b>ROADWAY (GDOT/FEDERAL FUNDING) SUB-TOTAL</b>					

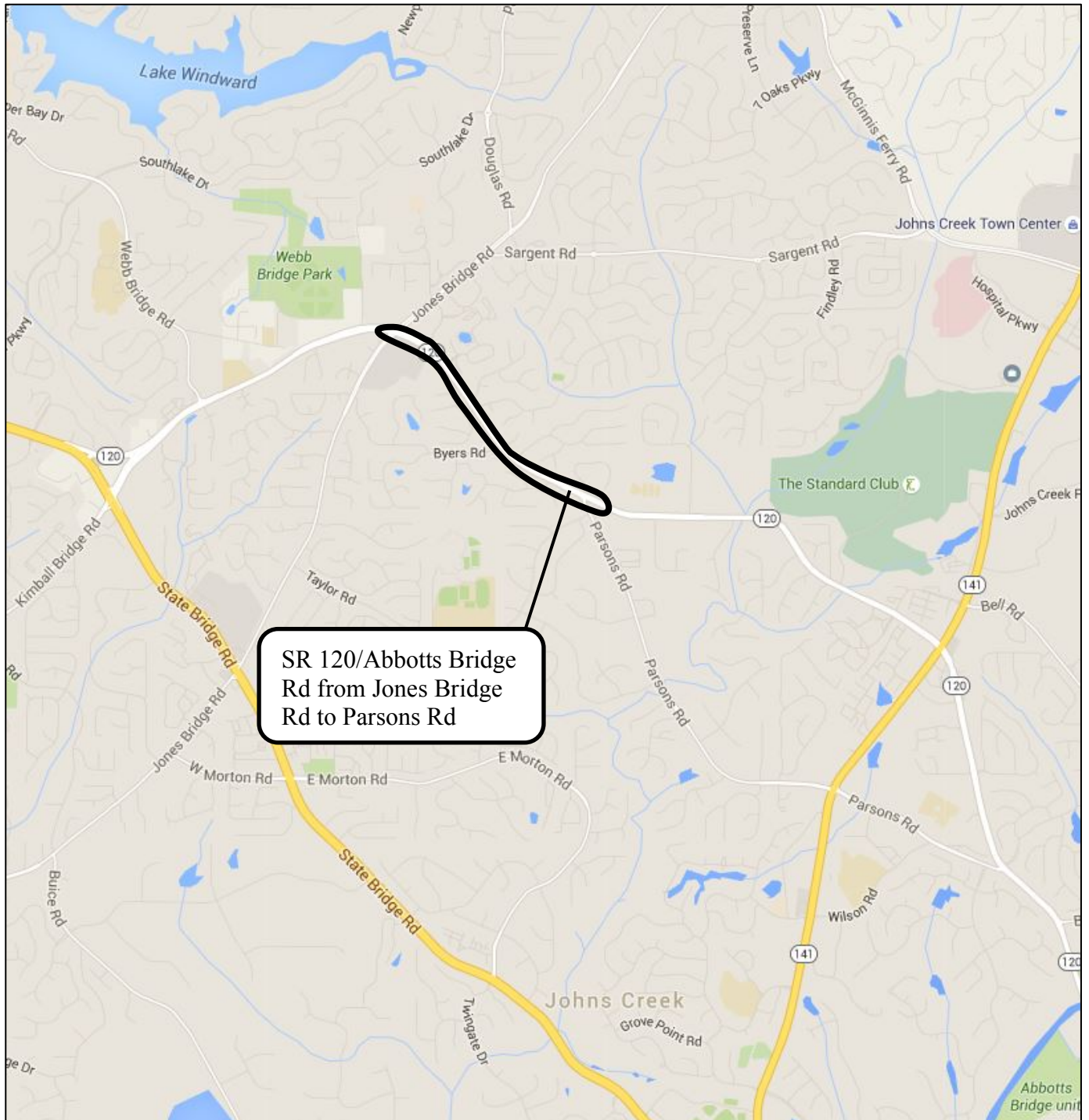
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
150-1000	TRAFFIC CONTROL – WATERLINE RELOCATION	LS	LUMP		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	3000		
210-0100	GRADING COMPLETE – WATERLINE RELOCATION	LS	LUMP		
500-3101	CLASS A CONCRETE	CY	20		
611-8120	ADJUST WATER METER BOX TO GRADE	EA	3		
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3		
600-0001	FLOWABLE FILL	CY	55		
670-1060	WATER MAIN, 6 IN, DIP	LF	100		
670-1080	WATER MAIN, 8 IN, DIP	LF	200		
670-1120	WATER MAIN, 12 IN, DIP	LF	2800		
670-1500	CAP OR REMOVE EXISTING WATER MAIN	EA	4		
670-1900	CUT & PLUG	EA	7		

670-2500	INSERTION VALVE (Size 8 inch to 12-inch)	EA	1		
670-2060	GATE VALVE, 6 IN	EA	7		
670-2120	GATE VALVE, 12 IN	EA	2		
670-2002	VALVE MARKER	EA	44		
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY (8 IN X 8 IN)	EA	6		
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY (10 IN X 10 IN)	EA	1		
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY (12 IN X 12 IN)	EA	1		
670-4000	FIRE HYDRANT	EA	6		
670-5620	WATER SERVICE LINE, 3/4 IN	LF	100		
670-5010	WATER SERVICE LINE, 1 IN	LF	200		
670-5020	WATER SERVICE LINE, 2 IN	LF	80		
670-7000	JACK & BORE STEEL CASING-18"	LF	245		
670-9710	RELOCATE EXISTING FIRE HYDRANT	EA	1		
670-9720	RELOCATE EXISTING WATER VALVE, INC BOX	EA	5		
670-9730	RELOCATE EXISTING WATER METER, INC BOX	EA	5		
670-9920	REMOVE EXIST FIRE HYDRANT	EA	2		
668-8050	ADJUST MH TO GRADE	EA	1		
<b>WATERLINE RELOCATION (LOCAL FUNDING) SUB-TOTAL</b>					

<b>GRAND TOTAL</b>	
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## Location Map

### **SR 120/Abbotts Bridge Rd Operation Improvements from Jones Bridge Rd to Parson Rd**



## Davis Bacon Wage Rate Determination

General Decision Number: GA160003 01/08/2016 GA3

Superseded General Decision Number: GA20150003

State: Georgia

Construction Type: Highway

Counties: Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

SUGA2011-003 03/07/2011

	Rates	Fringes
CARPENTER.....	\$ 11.16	
CEMENT MASON/CONCRETE FINISHER...	\$ 10.99	
LABORER		
Asphalt Raker.....	\$ 11.00	
Asphalt Screed Person.....	\$ 10.50	
Common or General.....	\$ 9.00	
Form Setter.....	\$ 10.35	

Guardrail Erector.....\$ 13.50  
Milling Machine Ground  
Person.....\$ 10.00  
Pipe Layer.....\$ 10.20  
Traffic Control Barricade  
Flagger.....\$ 10.00

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 14.10  
Asphalt Paver/Spreader.....\$ 12.28  
Backhoe/Excavator.....\$ 10.80  
Bulldozer.....\$ 11.60  
Compactor.....\$ 10.00  
Concrete Curb Machine.....\$ 16.45  
Crane/Dragline.....\$ 17.50  
Crusher.....\$ 14.00  
Front End Loader.....\$ 10.70  
Material Transfer Vehicle  
(Shuttle Buggy).....\$ 11.30  
Mechanic.....\$ 14.47  
Milling Machine.....\$ 12.37  
Motorgrader Fine Grade.....\$ 14.55  
Motorgrader/Blade.....\$ 14.39  
Roller.....\$ 10.00  
Scraper-Pan.....\$ 10.00  
Sweeper Truck.....\$ 14.21  
Water Truck.....\$ 11.25

TRUCK DRIVER

26,000 GVW & Under.....\$ 10.76  
26,001 GVW & Over.....\$ 14.91

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



## DRUG-FREE WORKPLACE CERTIFICATION

**THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE \*\*DRUG-FREE WORKPLACE\*\*, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:**

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the contractor shall secure the following written certification:

\_\_\_\_\_ (CONTRACTOR) certifies to the City of Johns Creek that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as \_\_\_\_\_ (PROJECT) pursuant to paragraph seven (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

**Notice to Contractors Compliance with Title VI of the Civil Rights Act of the Civil Rights Act of 1964 for Federal-Aid Contracts**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

- (b) Cancellation, termination or suspension of the Contract, in whole *or* in pan.

6. Incorporation of Provisions: The-Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3,1980 / NOTICES**

### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

#### **GOALS FOR FEMALE PARTICIPATION**

##### **APPENDIX A (43 FR 19473)**

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract. Area covered: Goals for Women apply nationwide.

## Goals and timetables

Timetable	Goals percent)
4-1-78 to 3-31-79	3.1
4-1-79 to 3-31-80	5.0
4-1-80 Until Further Notice	6.9

## GOALS FOR MINORITY PARTICIPATION

### Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

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Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the areas covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

### FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY. OCTOBER 3,1980 / NOTICES

State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC.....	27.2
GA Columbia; GA Richmond; SC Aiken;	
Non-SMSA Counties.....	32.-8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson;	
GA Jenkins; GA Lincoln; GA McDuffie; GA Talferferro;	
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick;	
036 Atlanta, GA:	

SMSA Counties:

0520 Atlanta, GA .....	21.2
GA Butts; GA Cherokee; GA Clayton; GA Cobb; GA DeKalb; GA Douglas; GA Fayette; GA Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA Newton; GA Paulding; GA Rockdale; GA Walton	

Non-SMSA Counties..... 19.5

GA Banks; GA Barrow; GA Carroll; GA Clarke; GA Coweta; GA Dawson; GA Elbert; GA Fannin; GA Floyd; GA Franklin; GA Gilmer; GA Gordon; GA Greene; GA Habersham; GA Hall; GA Haralson; GA Hart; GA Heard; GA Jackson; GA Jasper; GA Lamar; GA Lumpkin; GA Madison; GA Morgan; GA Oconee; GA Oglethorpe; GA Pickins; GA Pike; GA Polk; GA Rabun; GA Spalding; GA Stephens; GA Towns; GA Upson; GA White

037 Columbus, GA:

SMSA Counties:

1800 Columbus, GA-AL.....	29.6
Al Russell; GA Chattahoochee; GA Columbus	

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Non-SMSA Counties.....36.1

Al Chambers; AJ Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster

038 MACON. GA

SMSA Counties:

4680 Macon, GA.....	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs	

Non-SMSA Counties ..... 31.7

GA Baldwin; GA Bleckley; Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putnam; GA Taylor; GA Telfair; GA Treutlan; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson

039 Savannah, GA:

SMSA Counties:

7520 Savannah, GA .....	30.6
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GA Bryan; GA Chatham; GA Effingham

Non-SMSA, Counties.....	29.8
GA Appling; GA Atkinson;	
GA Bacon; GA Bulloch; GA Candler; GA	
Coffee; GA Evans; GA Jeff Davis; GA Liberty;	
GA Long; GA McIntosh; GA Montgomery; GA	
Screven; GA Tattnall; GA Toombs; GA Wayne;	
SC Beaufort; SC Hampton; SC Jasper	
040 Albany, GA:	
SMSA Counties:	
0120 Albany, GA.....	32.1
GA Dougherty; GA Lee	
Non-SMSA Counties .....	31.1
GA Baker; GA Ben Hill; GA Berrien; GA	
Brooks; GA Calhoun; GA Clay; GA Clinch;	
GA Colquitt; GA Cook; GA Decatur; GA	
Early; GA Echols; GA Grady; GA Irwin; GA	
Lanier; GA Lowndes; GA Miller; GA Mitchell;	
GA Randolph; GA Seminole; GA Terrell; GA	
Thomas; GA Tift; GA Turner; GA Worth	

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses. .
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female



employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact

on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of

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actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**  
**CRITERIA FOR ACCEPTABILITY**

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage, cumulatively amounting but not limited to 2 percent in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE PROCEDURES:** The Contractor shall develop techniques to facilitate DBE participation in subcontracting activities. These techniques include:

- (A) Arranging solicitations, time for the presentation of quotes, quantities, specifications, and delivery schedules to facilitate the participation of DBEs.
- (B) Providing assistance to DBEs in overcoming barriers such as the inability obtaining bonding, financing, or technical assistance.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS Form included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

- (A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts.

The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the

solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved.

This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBE participants in responding to a solicitation.

(4) (a) Negotiating in good faith with interested DBEs.

Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also,

the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non solicitation of bids in the Contractor's efforts to meet the project goal.

(6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.

(7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

(B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Quarterly Report requirements shown in this document.

To be eligible for award of this contract,

All bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- (1) The names and addresses of DBE firms committed to participate in the Contract;
- (2) A description of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- (6) If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

**DEFINITION:** For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.
  - (i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;
  - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the



- Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including womenowned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**DISCRIMINATION PROHIBITED:** No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

“The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate.

**Failure to Achieve Requirements:** Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
  - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of

the work of the contract the DBE performs with own forces toward DBE goals.

- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.

(5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are administratively appealable to the US DOT.

- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and

supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner/operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.

(5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character

described by the specifications.

(2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

- (4) Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

## **REPORTS**

A: The contractor shall submit a "DBE Participation Report" on this contract quarterly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.
5. The actual payment to date of each DBE participating in the contract.
6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report with 30 calendar days following the end of the quarter may cause payment to the contractor to be withheld.
7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the project engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Quarterly Participation Reports. This information shall be required quarterly and submitted with the DBE Quarterly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

**SUBSTITUTION OF DBEs:** The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

**CERTIFICATION OF DBEs:** To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the EEO Office at (404) 631-1972.

### INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work, and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60%= \$48,000.00)

\* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

**PLEASE NOTE:** For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established "regular dealer" in the product involved, and not just a broker. A "regular dealer" would normally sell the product to several customers and would usually have product inventory on hand.



**DBE GOALS**

VENDOR ID: \_\_\_\_\_ BIDDER'S COMPANY NAME: \_\_\_\_\_  
PROJECT NO. & COUNTY: \_\_\_\_\_, Fulton County  
LET NO: \_\_\_\_\_ LET DATE: \_\_\_\_\_ TOTAL BID: \_\_\_\_\_  
THE REQUIRED DBE GOAL ON THIS CONTRACT IS: **9%**  
I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

**LIST OF DBE PARTICIPANTS**

VENDOR NUMBER	DBE NAME/ ADDRESS (CITY, STATE)	TYPE OF WORK	*WORK CODE	Race Neutral	Race Conscious	AMOUNT
TOTAL						

**\*For Departmental use only. Do not fill in Work codes.**

**PLEASE NOTE:** Only 60 % of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

## **INSTRUCTIONS TO CONTRACTOR** **DBE PARTICIPATION REPORT**

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE \$ AMOUNT – The is the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contact should be shown as the subcontract amount.
16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.

19. **RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions. Race Neutral Definition:**
- **No goal on project and Prime subcontracts to a DBE - Race Neutral (% of work)**
  - **Prime contractor exceeds goal on a project – Race Neutral (after fulfilling original goal)**
  - **and DBE wins the Prime Contract (w Goal) – Race Neutral ( unless they sub out too much work)**
20. **RACE CONSCIOUS** – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.
21. **ORIGINAL SUBCONTRACT AMOUNT** – This is the original amount shown in the Signed Contract.
22. **PREVIOUS PAYMENTS** – This totals all PAYMENTS prior to this report.
23. **PAYMENTS THIS REPORT** – These are the totals of PAYMENTS during this report period only.
24. **PAYMENTS TO DATE** – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
25. **CURRENT COLUMN TOTALS** – Total each column.
26. **PERCENT OF CONTACT** – This percentage is calculated using the contract amount and the total DBE payments-to-date.
27. **CERTIFICATION** – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
29. **A DBE hauler** must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
30. **Payments and commitments** for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
31. **Credits** towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

### **GENERAL INFORMATION**

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes confirm to contract regulations.

*The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractors checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.*

*If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.*

*The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.*

*The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy. If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.*

*The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.*

Upon completion of the work, a final "DBE Participation Report" will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

#### **FOR DEPARTMENTAL USE ONLY:**

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.

Revised 07/10

**Note:** Please select the appropriate participation report for the drop down menu below

REPORT SUBMISSION DATE: \_\_\_\_\_

PROJECT NO. (S) \_\_\_\_\_

COUNTY: \_\_\_\_\_

CONTRACT ID#: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

REPORT #: 

DATE WORK BEGAN: \_\_\_\_\_ DBE REQUIRED %: \_\_\_\_\_

CONTRACT \$ AMOUNT: \_\_\_\_\_ % DOLLAR COMPLETE: \_\_\_\_\_

DBE \$ AMOUNT: \_\_\_\_\_ % PROJECT COMPLETE: \_\_\_\_\_

JANUARY 31	<input type="checkbox"/>	JULY 31	<input type="checkbox"/>
FEBRUARY 28	<input type="checkbox"/>	AUGUST 31	<input type="checkbox"/>
<b>MARCH 31</b>	<input type="checkbox"/>	<b>SEPTEMBER 30</b>	<input type="checkbox"/>
APRIL 30	<input type="checkbox"/>	OCTOBER 31	<input type="checkbox"/>
MAY 31	<input type="checkbox"/>	NOVEMBER 30	<input type="checkbox"/>
<b>JUNE 30</b>	<input type="checkbox"/>	<b>DECEMBER 31</b>	<input type="checkbox"/>

S-SUPPLIER		O-OWNER/OPERATOR		SC-SUBCONTRACTOR		SAR-SUBCONTRACTOR AGREEMENT RECEIVED		RN-RACE NEUTRAL		RC-RACE CONSCIOUS	
APPROVED DBE						VENDOR ID		DESCRIPTION OF WORK			
S	O	SC	SAR	RN	RC	ORIG. SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	PAYMENTS TO DATE		
01.											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
02.											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
03.											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
04.											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
05.											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
CURRENT COLUMN TOTALS											

% PAID TO DATE \_\_\_\_\_ %

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(MANDATORY) CONTRACTOR**FOR DEPARTMENTAL USE ONLY:**

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: \_\_\_\_\_ TITLE

SIGNATURE: \_\_\_\_\_  
(MANDATORY)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: \_\_\_\_\_ TITLE

SIGNATURE: \_\_\_\_\_  
(MANDATORY)

Submit Form Via Email

**Immigration and Security Form**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**Subcontractor**

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Date of Authorization

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Office or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**Sub-Subcontractor**

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (contractor) on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b).

The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (subcontractor or sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Date of Authorization

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Office or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: : \_\_\_\_\_

[NOTARY SEAL]



**O.C.G.A. § 50-36-1(e)(2) Affidavit**  
**Verifying Lawful Presence in the United States**

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- ☐ I am a United States citizen.
- ☐ I am a legal permanent resident of the United States.
- ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.**

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant and Title

**Subscribed and sworn to before me on**

**this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
(Clerk/Notary Public)

**My commission expires:** \_\_\_\_\_

# NOTICE TO ALL BIDDERS

To report bid rigging activities call:

**1-800-424-9071**

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The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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**FEDERAL AID CERTIFICATION**

(English Project)

Revised: April 15, 2011

Revised : August 23, 2001

First Use Date 2001 Specifications: November 1, 2002

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

**EQUAL EMPLOYMENT OPPORTUNITY**

I further certify that I have \_\_\_/have not \_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have \_\_\_ / have not \_\_\_ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin  
Regional Director, U. S. Department of Labor  
Office of Federal Contract Compliance Programs, Region 4  
Rm. 7B75  
61 Forsyth St. SW  
Atlanta GA 30303

**EXAMINATION OF PLANS AND SPECIFICATIONS**

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2001 Edition, the 2008 Supplemental Specification Book, Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

### **CONFLICT OF INTEREST**

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

### **DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_ (Contractor's name) \_\_\_\_\_, \_\_\_\_\_ (Subcontractor's name) \_\_\_\_\_ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.



b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

## 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's

social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable

for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;



Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless

authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

## **Cargo Preference Act (46 CFR Part 381)**

### **§381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.**

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in §381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

*(a) Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

*(b) Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees—

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

## **Required Contract Provisions for Federal-Aid Contracts**

Office of Program Delivery

### **BUY AMERICA**

Revised: March 25, 1992

Revised: January 7, 1994

Revised: June 9, 1995

First Use 2001 Specifications: November 1, 2002

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized or reduced iron ore used in the production of these products may be manufactured outside of the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

## **CONVICT PRODUCED MATERIALS**

March 25, 1992

Revised: September 6, 1993

First Use 2001 Specifications: November 1, 2002

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or

If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.



## **SPECIAL PROVISION**

### **PROMPT PAYMENT:**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

## CUF Inspection Form Instructions

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The form does not and is not intended to document every possible CUF consideration. CUF is recognized during the normal course of inspecting the DBE's work on the project. The form merely records that CUF was inspected for the benefit of the record, and provides evidence to FHWA that CUF is being reviewed. It is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. GDOT, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the Department.

### I. Preconstruction Meetings:

Remind the Prime contractor/s about the DBE goal and the contract requirements. Briefly go through the list of DBEs in the contract and what they will be performing. Remind the contractor about their CUF responsibilities identified in the Contract – Special Provision “Criteria for Acceptability”. DBEs must perform a commercially useful function by actually performing, managing, and supervising the work involved. Credit toward the goal must not be reported on the monthly report unless the DBE is serving a CUF. You may ask the prime at this time if they have a CUF Process. If they say no, EEO will provide them guidance prior to the DBEs beginning work. Remind the Contractor, the Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

### II. Construction phase:

Be familiar with the Contractors progress schedule. When will the DBEs begin work and on what items. The Prime contractor must not do the work of the DBE without the Engineers approval. Make certain the Prime gets a subcontract approval prior to the DBE begins work. And obtain a physical copy of the subcontract or supply agreement.

### III. Reviewing the Subcontract:

The physical subcontract must be specific as to the work the DBE will perform. If the subcontract states: *furnish and install*, the expectation should be that the DBE will pay for the materials. If the subcontract merely states the DBE will *install, haul, or perform the work*, the Prime may have made arrangements to supply the materials themselves.

### IV. DBE begins work—CUF Form

Begin the inspection by interviewing the Prime. Section A of the form. The intent is to establish that the contractor is aware of their responsibilities. Sections B through F are observations made during the normal course of inspecting the DBEs work.

Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. If your project is audited by a State or Federal agency, the expectation will be that each DBE that has worked on the project has had at least one documented CUF inspection.

The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies.

Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project. Training is available online to aide in identifying fronts, scams, and pass-through schemes.

## **FHWA Tips on Evaluating a Commercially Useful Function**

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or “CUF”. How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

***"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."***

The question contract administrators often face is, “What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?” Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm’s role must not be a superfluous step added in an attempt to obtain credit towards the goal.

## Normal Industry Practice

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with “normal industry practice.” This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors—DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

## Monitoring

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- ❑ Clearly written directives defining the role and interrelationship of the STA’s various departmental staff responsible to monitor and evaluate the contractor’s compliance with the DBE contract provisions;
- ❑ Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- ❑ Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- ❑ Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

## DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.

While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

## **MANAGEMENT**

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- ❑ Scheduling work operations;
- ❑ Ordering equipment and materials;
- ❑ Preparing and submitting certified payrolls;
- ❑ Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

## **Red Flags**

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- ❑ The DBE owner or superintendent provides little or no supervision of the work;
- ❑ The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- ❑ Key staff and personnel are not under the control of the DBE;
- ❑ The DBE's owner is not aware of the status of the work or the performance of the business;
- ❑ Inquiries by department or FHWA representatives are answered by the prime contractor.

## **Typical CUF questions could include:**

- ❑ Is there a written legal document executed by the DBE to perform a distinct element of work?
- ❑ Who does the on-site DBE representative report to?
- ❑ Has this individual ever shown up on any other contractor's payroll?
- ❑ Has the DBE owner been present on the jobsite?

## **Typical documentation to evaluate:**

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Payrolls

## **WORKFORCE**

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

### **Red Flags**

Some questionable workforce practices which may warrant further review include, but are not limited to:

- ❑ Supervision of DBE employees by another contractor;
- ❑ Actual work is performed by personnel normally employed by the prime contractor or another business;
- ❑ Employees are paid by the DBE and the prime contractor.

### ***Typical CUF questions could include:***

- ❑ Who prepares the DBE's certified payroll?
- ❑ Have any of the DBE's employees ever shown up on any other contractor's payroll?
- ❑ Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- ❑ Asking DBE employees on the jobsite who they report to and who signs their checks.

### ***Typical Documents to evaluate:***

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Certified payrolls
- ❑ Copies of cancelled checks, if necessary

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

### **Red Flags**

Some questionable equipment practices which may warrant further review include, but are not limited to:

- ❑ Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- ❑ The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- ❑ A DBE trucking business uses trucks owned by the prime contractor.

### **Typical CUF questions could include:**

- ❑ List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- ❑ If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- ❑ Does the equipment have the DBE's markings or emblems?
- ❑ Is the equipment under the direct supervision of the DBE?
- ❑ Is the operator of the leased equipment the DBE's employee?
- ❑ If the equipment is leased, is the payment for the equipment deducted from the work performed?

### **Typical Documents to evaluate:**

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Leases

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

### **Red Flags**

Some questionable material supply practices which may warrant further review include, but are not limited to:

- ☐ Materials for the DBE are ordered, or paid for, by the prime contractor;
- ☐ Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- ☐ Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- ☐ Materials are delivered to the jobsite by a party separate from the DBE;
- ☐ Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- ☐ A DBE prime contractor only purchases materials while performing little or no work.

### **Typical CUF questions could include:**

- ☐ Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- ☐ Who makes arrangements for delivery of materials?
- ☐ Who are the material invoices made out to?
- ☐ Who scheduled delivery of materials?
- ☐ In whose name are materials shipped?
- ☐ Who actually delivered the materials?
- ☐ If two party checks are used, who are the parties identified as payable to?

### **Typical Documentation to evaluate:**

- ☐ Written contract
- ☐ Delivery tickets
- ☐ Invoices
- ☐ Daily inspection reports and project diaries



## **PERFORMANCE**

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

### **Red Flags**

Some questionable performance practices which may warrant further review include, but are not limited to:

- ❑ Work is being done jointly by the DBE and another contractor;
- ❑ The work to be performed by the DBE is outside of the DBE's known experience or capability;
- ❑ Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- ❑ The DBE is working without a subcontract approved by the department, except in the case of trucking;
- ❑ A DBE prime contractor subcontracts more than 50% of the contract value;
- ❑ The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- ❑ An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- ❑ A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- ❑ The volume of work is beyond the capacity of the DBE.

### ***Typical CUF questions could include:***

- ❑ Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- ❑ Does the DBE appear to have control over methods of work on its contract items?
- ❑ Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- ❑ Has any other contractor performed any amount of work specified in the DBE's contract?

### ***Typical Documents to evaluate:***

- ❑ Written contract
- ❑ Daily inspection reports or project diaries

## **DBE TRUCKING FIRMS**

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ❑ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ❑ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ❑ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

### ***Typical CUF questions could include:***

- ❑ Do the trucks used on the project belong to the DBE?
- ❑ If leased, is there a formal lease identifying the terms and parties?
- ❑ Are the rates appropriate?
- ❑ Is there an approved subcontract?
- ❑ If so, who are the parties?
- ❑ Are the DBE's employees shown on the certified payrolls?

- ❑ Subcontracts
- ❑ Leases
- ❑ Payroll records
- ❑ Daily inspection reports and project diaries

### **DBE REGULAR DEALERS**

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

### ***Typical CUF questions could include:***

- ❑ Does the regular dealer have an established storage facility and inventory?
- ❑ Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- ❑ Does the business stock the product for use on the project as a normal stock item?
- ❑ Who is delivering and unloading the material?
- ❑ Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- ❑ For bulk items, where does the material come from? Does the DBE have a distribution agreement?

- ❑ Purchase Orders
- ❑ Invoices
- ❑ Delivery Tickets

### **DBE MANUFACTURERS**

As described in 26.55(e)(1)(ii)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Examples of such items could be a concrete ready mix plant, a crushing operation, or a steel or concrete fabricating plant.

#### ***Typical CUF questions could include:***

- ❑ Is the business's primary function to manufacture construction products?
- ❑ Does the business stock the product altered for this project as a normal stock item?
- ❑ Is the quality of the materials controlled by the DBE?
- ❑ Does the DBE purchase the raw material used in its plant?

#### ***Typical Documents to evaluate:***

- ❑ Purchase orders
- ❑ Bill of lading
- ❑ Shipping tickets

### **Sanctions for Compliance and Enforcement**

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- ❑ Deny or limit credit towards the contract goal;
- ❑ Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- ❑ Withhold progress payments;
- ❑ Terminate the contract;
- ❑ Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- ❑ If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- ❑ Did the action taken correct the deficiency?

List of Typical Documentation to Collect:

- ❑ Executed contracts

- ❑ Material/ supply agreements
- ❑ Invoices of materials/supplies
- ❑ Equipment titles of ownership
- ❑ Equipment lease/rental agreements
- ❑ Hauling tickets
- ❑ Delivery tickets
- ❑ Canceled checks
- ❑ Project inspection/diaries
- ❑ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

### **CUF & Certification**

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.

## COMMERCIALLY USEFUL FUNCTION CHECKLIST

Project Name and Number: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

DBE Firm's Name: \_\_\_\_\_

Type of Operation

- ☐ Contractor                      ☐ Trucker                      ☐ Manufacturer  
☐ Regular Dealer

Date Contract/Subcontract/Agreement Approved: \_\_\_\_\_

Start Date(s) of DBE's Work: \_\_\_\_\_ Date DBE to Complete Work: \_\_\_\_\_

Date of review: \_\_\_\_\_

Describe the type of work observed: \_\_\_\_\_

Check off each item used in conducting this review. The documents checked need not be attached to the review report, but should be filed with the report for easy reference if needed. If the answer is no to any of the following questions provide an explanation in the general notes at the end of the report.

### 1. Management:

a. Is there a legal contract executed by the DBE to perform a distinct element of work?

- ☐ Yes                      ☐ No

b. Name of the on-site representative: \_\_\_\_\_

c. On-site representative reports to: \_\_\_\_\_

d. Has the on-site representative been identified as an employee of the DBE?

- ☐ Yes                      ☐ No

e. Has this individual ever appeared on any other contractor's payroll?

- ☐ Yes                      ☐ No

f. Does the DBE on-site representative effectively manage the job without interference from any other non-DBE contractor?

- ☐ Yes                      ☐ No

g. Who does the DBE on-site representative contact for hiring, firing, or to modify the contract? \_\_\_\_\_

h. Has the DBE owner been present on the jobsite?

- ☐ Yes                      ☐ No

i. Does the DBE appear to have control over methods of work on its contract items?

- ☐ Yes                      ☐ No

j. Is the DBE maintaining its own payroll?

☐ Yes

☐ No

k. Who prepares the DBEs certified payroll? \_\_\_\_\_

l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?

☐ Yes

☐ No

m. Did the DBE subcontract any items or portions of the work to any other firm?

☐ Yes

☐ No

If yes, what % was subcontracted? \_\_\_\_\_%

Name of the firm \_\_\_\_\_

## 2. Equipment

a. List the major self-propelled (engine) equipment used by the DBE: \_\_\_\_\_

b. Does the equipment have the DBE's markings or emblems?

☐ Yes

☐ No

If another firm's markings are discernible, note the name: \_\_\_\_\_

c. Is the DBE's equipment?

☐ Owned

☐ Leased from \_\_\_\_\_

d. If leased, is there a formal agreement identifying the terms and parties?

☐ Yes

☐ No

e. Is the equipment under the direct supervision of the DBE?

☐ Yes

☐ No

f. Is the operator of the leased equipment the DBE's employee?

☐ Yes

☐ No

If not the DBE's, whose employee is he/she? \_\_\_\_\_

g. If the equipment is leased, is the payment for the equipment deducted from the work performed?

☐ Yes

☐ No

## 3. Workforce:

a. List the name of DBE's crew as observed during the operation described above:

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b. Has any of this crew ever shown up on any other contractors' payroll?

☐ Yes

☐ No

c. Does the DBE's workforce know who they work for?

☐ Yes

☐ No

4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?  
☐ Yes ☐ No
- b. Is the quality and quantity of the materials controlled by the DBE?  
☐ Yes ☐ No
- c. If two party checks used, who are the parties identified as payable to:  
\_\_\_\_\_
- d. Who makes arrangements for delivery of materials? \_\_\_\_\_
- e. Material Invoices made out to: \_\_\_\_\_
- f. Who scheduled delivery of materials? \_\_\_\_\_
- g. In whose name area materials shipped? \_\_\_\_\_
- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?  
☐ Yes ☐ No

5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?  
☐ Yes ☐ No
- b. Has any other contractor performed any amount of work specified in the DBE contract?  
☐ Yes ☐ No

6. Other Work categories:

Truckers:

- a. Are DBE trucks present on the job site? ☐ Yes ☐ No  
Are they ☐ Owned ☐ Leased from \_\_\_\_\_  
If leased, is there a formal agreement identifying the terms and parties?  
☐ Yes ☐ No
- b. Are the rates appropriate?  
☐ Yes ☐ No
- c. Is there an approved subcontract or written agreement?  
☐ Yes ☐ No  
Who are the parties? \_\_\_\_\_



- d. Are DBE employees shown on the certified payroll?  
☐ Yes ☐ No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?  
☐ Yes ☐ No
- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?  
☐ Yes ☐ No
- c. Does the business stock the product being supplied as a normal stock item?  
☐ Yes ☐ No
- d. Is the quantity and quality of the materials controlled by the DBE?  
☐ Yes ☐ No
- e. In whose name are the materials shipped? \_\_\_\_\_
- f. Who is delivering and unloading the material? \_\_\_\_\_
- g. Is the distribution equipment used in delivering the product the DBE's?  
☐ Yes ☐ No  
If so, is it: ☐ Owned ☐ Leased
- h. If leased, is it a long term lease and not a lease developed specifically for the project?  
☐ Yes ☐ No

7. Manufacturer

- a. Is the business's primary function to manufacture construction products?  
☐ Yes ☐ No
- b. Does the business stock the product manufactured or altered for this project as a normal stock item?  
☐ Yes ☐ No
- c. Is the quality of the materials controlled by the DBE?  
☐ Yes ☐ No

General Notes:

**COMMERCIALLY USEFUL FUNCTION (CUF)  
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)**

GDOT EEO 5/2014

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved". It is the primary responsibility of the Prime Contractor to ensure that the DBE is performing a CUF. The Department, as the contracting agency, has oversight responsibility to ensure that the Prime Contractor has effectively met this responsibility under its contract with the Department.

- Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies. Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project.

Project Number: County: Prime Contractor:	GDOT Reviewer: Reviewer's Title: Review Date:																																																																								
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DBE is performing as a Contractor:      The Prime Contractor <input type="checkbox"/> A Subcontractor <input type="checkbox"/> A Tier Subcontractor <input type="checkbox"/>																																																																									
DBE is performing as a Material Supplier:    A Manufacturer <input type="checkbox"/> A Regular Dealer <input type="checkbox"/> A Broker <input type="checkbox"/>																																																																									
<b>Scope of Work</b> Provide a brief description of the DBE's scope of work. (Refer to Subcontract Agreement and/or Purchase Order if needed.)																																																																									
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<b>COMMENTS:</b> <i>if any response recorded in section A- E is "no", comments explaining the "no" are mandatory. Attach a 2<sup>nd</sup> page if necessary.</i>																																																																									

**CUF DETERMINANTS**

**PERFORMING**

- a. DBE must be responsible for performing its own work on the project
- b. At least 30% of the work must be performed by the DBE with its own workforce
- c. The DBE keeps a regular workforce and has its own employees
- d. The DBE is utilizing its own equipment
- e. Operation of the equipment must be subject to the full control of the DBE

**RED FLAGS**

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity

**RECORDS/DOCUMENTS**

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

**MATERIALS (For material credit)**

- a. DBE is responsible for the delivery of the materials
- b. DBE is ordering the material and invoices indicate that DBE is the customer
- c. Material invoices indicate that DBE owner or Superintendent is the contact person
- d. Department has approved use of joint checks

**RED FLAGS**

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

**RECORDS/DOCUMENTS**

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

**SUPERVISING**

- a. DBE supervisor is a full-time employee of the DBE
- b. Employees are being supervised by DBE supervisor
- c. DBE is scheduling work operations

**RED FLAGS**

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

**RECORDS/DOCUMENTS**

- Certified Payrolls
- Document communication with DBE owner or Superintendent

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**CSHPP-0007-00(310)  
Fulton County  
P.I. No. 0007310**

**Section 105—Control of Work**

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*Delete Sub-Section 105.07 and substitute the following the following:*

**105.07 Cooperation Between Contractors**

The Department reserves the right at any time to Contract for and perform other or additional work on or near The Work covered by the Contract. It is anticipated that future contracts, including but not limited:

PI#0010418 SR 120/Kimball Bridge Rd from State Bridge Rd to Jones Bridge Rd

PI#0012788 SR 120/Abbotts Bridge Rd from Parsons Road to SR 141

may be let concurrently or during the life of this Contract.

When separate Contracts are let within the limits of any one Project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

When separate Contracts are let within the limits of any one Project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. At the request of the Structure Contractor, the Engineer will designate an area within the right-of-way, adjacent to each structure, to be reserved for use by the Structure Contractor for Storage of Equipment and Materials necessary to construct the particular structure. So long as he occupies this area, the Structure Contractor shall be responsible for its maintenance. The Structure Contractor must relinquish this area, however, as it becomes practical to utilize completed portions of the structure.

Revised: August 16, 2013

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**CSHPP-0007-00(310)**

**Fulton County**

**P.I. No. 0007310**

**Section 107—Legal Regulations and Responsibility to the Public**

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*Delete Subsection 107.21 and Substitute the following:*

**107.21—Contractor’s Worksite Utility Coordination Supervisor**

**107.21 General Description**

The Contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding to the emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the Contractor and the Department. The WUCS shall recommend the rate of reoccurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractors and the Department of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for approval, a Progress Schedule Chart, immediately following the receipt of the Notice to Proceed unless otherwise specified, which includes the utility companies controlling items of work and other information in accordance with Section 108.03 or elsewhere in the Contract documents.

**A. Qualifications**

The WUCS shall be an employee of the Prime Contractor, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be knowledgeable of the High-voltage Safety Act and shall be trained on the Georgia Utility Facility Protection Act (GUFPA). The Department does not provide any training on GUFPA but will maintain a list of the Georgia Public Service Commission certified training programs developed by other agencies. Currently the following companies offer approved GUFPA training programs:

Associated Damage Consultants  
Phone: 706.234.8218 or 706.853.1362

Georgia Utility Contractors Association  
Phone: 404.362.9995

Georgia Utilities Protection Center  
Phone: 678.291.0631 or 404.375.6209

H B Training & Consulting  
Phone: 706.619.1669 or 877.442.4282 (Toll Free)

The Prime Contractor is responsible for obtaining the GUFPA training for their employees. Questions concerning the Georgia Public Service Commission GUFPA training program should be directed to:

Georgia Public Service Commission  
244 Washington St. SW  
Atlanta, GA 30334-5701  
404.463.9784

#### **B. Ticket Status**

During the utility coordination meetings the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the project limits. This information will be used to assure those planning to use mechanized equipment to excavate or work within the project limits are prepared to begin work when they have reported or estimated beginning work. At points where the Contractor's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

#### **C. Notice**

The names of known utility companies and the location of known utility facilities will be shown on the Plans, or listed in the Subsurface Utility Engineering Investigation if performed or in the Special Provisions; and the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. Notice to the utility companies by the Department of the Award of Contract, under Subsection 105.06, shall not be deemed to satisfy the notice required by this paragraph. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".

#### **D. Agenda**

The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal and relocations or adjustment work in order that these operations may progress in a reasonable manner, that duplication of their removal and relocations or adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same in advance of the meeting to encourage input and participation from all of the utility companies. The agenda will be prepared by an examination of the project site and may include photographs of potential/actual utility conflicts.

#### **E. Emergency Response Plan**

The WUCS shall prepare an Emergency Response Plan within 30 days following the receipt of the Notice to Proceed. The WUCS shall clearly mark and highlight the gas, water and other pressurized pipeline shut-off valves and other utility services including overhead switch locations on the utility plans; and prepare a chart to indicate the location of each site (Street address or intersections), the utility company or operator of the facility with emergency contact information and the working condition of the device to facilitate prompt shut-off. The WUCS shall post the Emergency Response Plan in an area readily accessible to the Department. In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

#### **F. Submission**

Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information will be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report

to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.

**G. Delays**

Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will be considered for an extension of Contract Time as provided in Subsection 108.07.E unless such delays are due to the negligence of the Contractor.

**H. Facilities Supported on Bridges - N/A**

**I. Clearances**

The Plans provide for at least minimum clearance of utilities as required by the National Electrical Safety Code, U.S. Department of Commerce, and National Bureau of Standards. Any additional clearance the Contractor may desire or require in performing The Work shall be arranged by the Contractor with the utility company. The Department will pay no extra compensation for such additional clearances.

**J. Utility Relocation Progress Schedule**

The purpose of the Utility Adjustment Schedule is to provide the Contractor with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a feasible progress schedule. A suitable Utility Adjustment Schedule form is available from the Department for the WUCS to circulate to utility companies for any proposed project construction staging or should a utility company not duly file a Utility Adjustment Schedule to the Department during the preconstruction phase of the project. The WUCS shall submit a Utility Relocation Progress Schedule showing together the Progress Schedule Chart referenced in Section 108.03 and the proposed Utility Adjustment Schedules from all utility companies to the Engineer for review and approval. Copies of existing Utility Adjustment Schedules with utility companies having facilities on this project will be made available at the Georgia Department of Transportation, Office of Construction Bidding Administration, located at One Georgia Center, 600 West Peachtree Street, NW, Atlanta, GA 30308, for examination by the Contractor. The Utility Adjustment Schedules are available on-line at:

<http://www.dot.ga.gov/doingbusiness/contractors/Pages/default.aspx>

**K. Compensation**

There will be no separate measurement or payment for this Work. The cost associated with this Work shall be included in the overall Bid submitted.

July 21, 2014

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**CSHPP-0007-00(310),  
FULTON COUNTY  
P.I. No.: 0007310**

**SECTION 108 - PROSECUTION AND PROGRESS**

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Retain Sub-Section 108.08 as written and add the following:

108.08.C Intermediate Completion

SR 120

1. Failure to re-open travel lanes as specified in Special Provision Section 150.11 will result in the assessment of liquidated damages in the amount of \$1000.00 per hour or portion thereof.

The above rate is cumulative and is in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

Office of Program Delivery



Date Submitted: July 21, 2014

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**CSHPP-0007-00(313)  
FULTON COUNTY  
P.I. No. 0007310**

**Section 150—Traffic Control**

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*Add the following to Section 150:*

**150.11 Special Conditions**

The Contractor shall not install lane closures or move equipment or materials that interfere with traffic flow between the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m. Monday through Friday. Lane closures on Sundays will require pre-approval with the City of Johns Creek.

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

**SPECIAL PROVISION**

**PROJECT: CSHPP-0007-00(313), Fulton**

**County PI No. 0007310**

**Section 154 -Construction Vibration  
Monitoring**

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*Add the following:*

**154.1 General Description**

This Work consists of performing preconstruction crack surveys, seismograph and other monitoring of construction vibrations, and post construction crack surveys of the buildings located on Parcels 11-055002300102, 11-065002361244, 11-065002361335, 11-065002360261, 11-065002370773, 11-066002370946, 11-066002370938, 11-066002370896, 11-066002670451, 11-066002670444, 11-056202371307, 11-056202370705, 11-056202370713, 11-056202370721, 11-056202370739, 11-056202370747, 11-056202370754, 11-055202290046, 11-055202290038, 11-055202290020, 11-055202290012, 11-055202290582, 11-055202290590, 11-055202290962, 11-055202290954, 11-055202290947, 11-055202290939, 11-055202290921, and 11-055202290913 adjacent to the proposed project construction on Abbotts Bridge Road by procuring the services of a prequalified subcontractor specializing in this work.

**154.1.1 Definitions**

General Provisions 101 through 150.

**154.1.2 Related References**

**A. Standard Specifications**

General Provisions 101 through 150.

**B. Referenced Documents**

General Provisions 101 through 150.

**154.1.3 Submittals**

**A. Prequalification of Subcontractor**

Submit the following documentation for the Engineer's review and approval a minimum of thirty days prior to beginning construction activities on the project:

Evidence of the subcontractor's successful completion of at least five projects similar in concept and scope to the proposed crack survey and vibration monitoring. Include names, addresses and telephone numbers of the owners' representatives for verification.

Resumes of employees performing this work. Provide evidence showing each employee possesses experience and knowledge similar in concept and scope of this work for performing crack surveys and installing and reading seismographs. The Department will be sole judge of determining if employees are qualified to perform the work on this project.

A detailed survey plan, monitoring plan, and sequence of work that describes all materials, methods and equipment to be used to complete the crack survey and vibration monitoring.

#### **B. Construction Monitoring**

Submit the following documentation during construction monitoring:

Preconstruction Crack Survey Report documenting existing conditions of buildings prior to construction activities in accordance with subsection 154.3.03.B.

Monthly Seismograph Data and Data Summary Report and Activity Log of all construction activities within 500 feet (152 meters) of the seismograph in accordance with subsection 154.3.03.A.1.

Reports of building conditions regarding cracks or any other damage potentially caused by construction activities as complaints are received in accordance with subsection 154.3.03.C.

#### **C. Post Construction**

Submit a Post Construction Crack Survey Report in accordance with subsection 154.3.03.D documenting post construction condition of cracks or damage identified in the pre-construction survey and cracks or any other damage potentially caused by construction activities.

### **154.2 Materials**

General Provision 101 through 150.

### **154.3 Construction Requirements**

#### **154.3.1 Personnel**

Ensure all employees performing this work have been approved by the Engineer in accordance with subsection 154.1.03.A.

### **154.3.2 Equipment**

#### **A. Seismograph**

Use a seismograph(s) that is weather proof and capable of continuously recording particle velocity in three perpendicular components with a flat response of 2-250 HZ over a range of at least 0.01 to 5.0 inches per second (0.254 to 127 mm per second). Provide a seismograph(s) that employs an internal dynamic calibration during each recording sequence and that has been shake table tested within the previous 24 months verifying an accuracy of +/- 5% over the frequency range of 4 to 125 Hertz. Provide a recorder/software system that is capable of digitally storing and reproducing vibration levels in tabular or histogram (bar graph) form at no greater than six minute intervals.

#### **B. Crack Gauges**

Use crack gauges specifically designed for use on this type of work. Utilize a minimum of 15 crack gauges and a maximum of 25 to monitor significant cracks on the interior or exterior of buildings located closest to the construction activities. Submit the proposed locations of crack gauges to the Engineer for review and approval prior to installation. Use crack gauges that do not damage or stain existing surfaces. Replace missing or damaged gauges at no additional cost to the Department. Repair and restore surfaces back to the pre- installation state.

### **154.3.3 Construction**

Obtain Engineer's written approval of the Prequalification documents submitted in accordance with Subsection 154.1.03.A prior to beginning this work.

Perform the preconstruction crack survey prior to starting construction activities on the project.

Install and begin seismograph monitoring prior to starting excavation, shoring and backfilling construction activities on the project.

Maintain seismograph and crack monitoring until excavation, shoring and backfilling, compaction of subgrade, base and pavement construction activities on the project are complete.

#### **A. Seismograph Installation and Monitoring**

Monitor vibrations at building(s) using seismograph(s) when construction activities including, but not limited to, excavation, shoring installation, backfilling, and compaction of subgrade, base and pavement are within 75 feet (23 meters) of the building(s), or otherwise have the potential to result in vibrations that may cause damage or complaints. Relocate seismograph(s) as needed. Protect the seismograph from weather and vandalism. Replace missing or damaged equipment at no cost to the Department. Document the following information at the time that the seismograph is installed:

Date and time of installation

Coordinates of installed instrument or Station and

offset Method of transducer attachment

Name and affiliation of the person installing the instrument

1. Monthly Seismograph Data and Data Summary Report and Activity Log:

Compile a Monthly Seismograph Data and Data Summary Report containing the data from the seismograph and a summarization of the data showing time and magnitude of the maximum vibration that has occurred each day.

Maintain an activity log of all construction activities within 500 feet (152 meters) of the seismograph Include the following data in each log:

Location of construction

activity Type of construction

activity

Types and number of construction equipment being used, including model, manufacture and weight.

Date and times construction equipment was used.

Submit Monthly Seismograph Data Summary Report and Activity Log to the Engineer on a monthly basis.

8. Preconstruction Crack Survey

Complete a preconstruction crack survey on the outside and inside of all buildings located on Parcels 11-055002300102, 11-065002361244, 11-065002361335, 11-065002360261, 11-065002370773, 11-066002370946, 11-066002370938, 11-066002370896, 11-066002670451, 11-066002670444, 11-056202371307, 11-56202370705, 11-056202370713, 11-056202370721, 11-056202370739, 11-056202370747, 11-056202370754, 11-55202290046, 11-055202290038, 11-055202290020, 11-055202290012, 11-055202290582, 11-055202290590, 11-55202290962, 11-055202290954, 11-055202290947, 11-055202290939, 11-055202290921, and 11-055202290913. Document building conditions by taking photographs and detailed notes citing location, length and width of cracks. Compile documentation into a Preconstruction Crack Survey Report and submit to the Engineer.

C. Building Monitoring

Monitor buildings during construction for any new cracks and or elongation or widening of existing cracks. Provide a report of building conditions to the Engineer regarding cracks or any other damage potentially caused by construction activities as complaints are received.

D. Post Construction Crack Survey

Complete a post construction crack survey on the outside and inside of all buildings located on

Parcels: 11-055002300102, 11-065002361244, 11-065002361335, 11-065002360261, 11-065002370773, 11-066002370946, 11-066002370938, 11-066002370896, 11-066002670451, 11-066002670444, 11-056202371307, 11-56202370705, 11-056202370713, 11-056202370721, 11-056202370739, 11-056202370747, 11-056202370754, 11-055202290046, 11-055202290038, 11-055202290020, 11-055202290012, 11-055202290582, 11-055202290590, 11-055202290962, 11-055202290954, 11-055202290947, 11-055202290939, 11-055202290921, and 11-055202290913. Document building conditions by taking photographs and detailed notes citing condition of cracks or damage identified in the pre-construction survey; also, location, length and width of cracks or any other damage potentially caused by construction activities.

#### 154.4 Measurement

The Work under this Contract Item is not measured separately for payment.

#### 154.5 Payment

This Contract Item completed and accepted will be paid for at the Lump Sum Price bid. Payment will be full compensation for furnishing and installing the seismograph(s) and crack gauges, for monitoring and reporting vibration data recorded on the seismograph(s) and crack gauges, and completing crack survey and documenting building conditions and providing copies of all data to the Engineer in accordance with this specification.

Seismographs, crack gauges and all other measuring equipment and devices will remain property of the Contractor.

Payment will be made under:

Item No. 154	Construction Vibration Monitoring	Per Lump Sum
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**Office of Materials and Research**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT NO.: N/A  
COUNTY: FULTON  
P.I. NO. 0007310**

**Section 516—Aluminum Handrail**

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**516.1 General Description**

This work consists of furnishing all labor, materials, equipment and miscellaneous items necessary for the installation of an Aluminum Handrail. The railing shall be installed in the location shown on the contract drawings or as directed by the Engineer and outlined in the standard details with the complete conformity with the manufacturer's written recommendations.

**516.1.01 Definitions**

General Provisions 101 through 150.

**516.1.02 Related References**

**A. Standard Specifications**

Section 500—Concrete Structures

**B. Referenced Documents**

General Provisions 101 through 150.

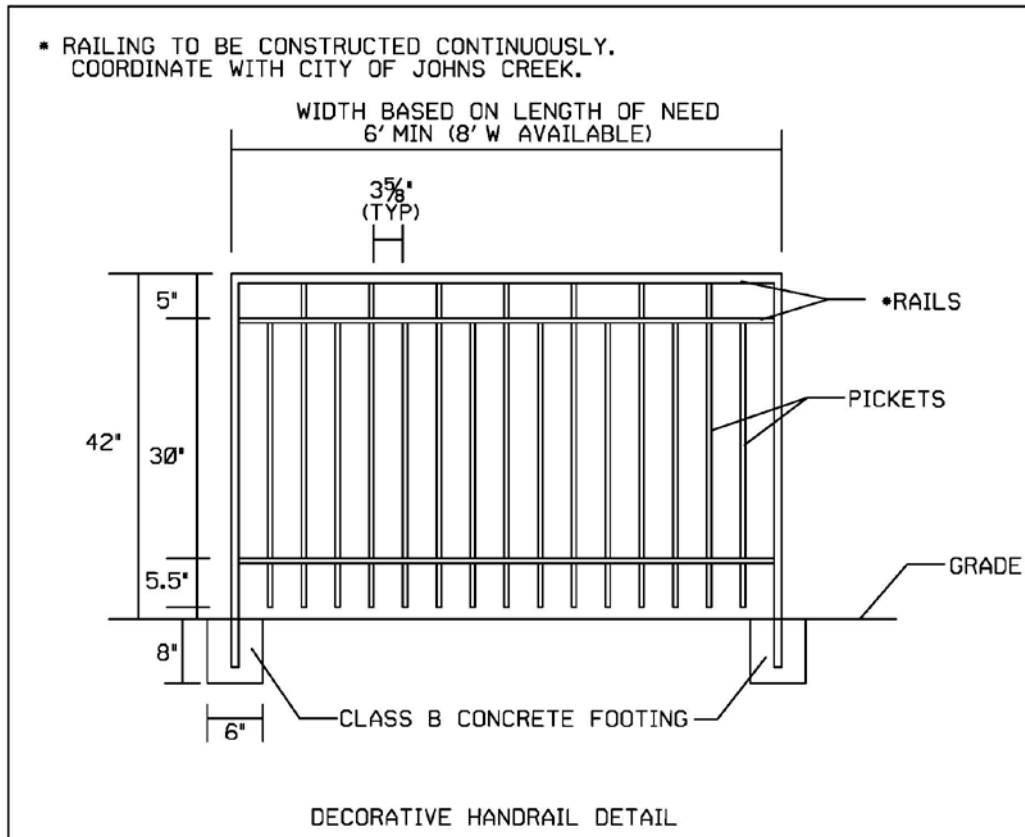
**516.1.03 Submittals**

General Provisions 101 through 150.

**516.2 Materials**

All cast posts for any one structure shall be produced by the same manufacturer.

All materials shall meet the manufacturer's specifications and the following detail:



#### A. Manufacturers

1. Acceptable manufacturer: Ultra Aluminum Mfg, Inc.

Address: 2124 Grand Commerce Drive, Howell, MI 48855

Website: <http://www.ultrafence.com/railing-commercial.html>

Phone: (517) 548-6755

Product Information: UAR 250Three-Rail (Color by Owner)

2. Acceptable manufacturer: Aluminum Fence Specialists

Address: PO Box 126355 Harrisburg, PA 17112

Website: <http://aluminumfencespecialists.com/UAF201Residential.html>

Phone: (888) 867-7995

Product Information: UAF 201 Commercial

3. Acceptable manufacturer: Phillips Fencing, Inc.

Address: 2726 Larson Street, La Crosse, WI 54603

Website: <http://www.phillipsfencing.com/aluminum-fencing/#>

Phone: (608) 783-4200

Product Information: 3 Rail Flat Top w/ Alternating Top Vertical

4. Or approved equivalent manufacturer



### 516.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

## 516.3 Construction Requirements

### 516.3.01 Personnel

General Provisions 101 through 150.

### 516.3.02 Equipment

General Provisions 101 through 150.

### 516.3.03 Preparation

General Provisions 101 through 150.

### 516.3.04 Fabrication

#### A. Fabricate Handrail

Fabricate handrail as shown in manufacturer's specifications and in the detail contract drawings.

### 516.3.05 Construction

#### A. Construct and Erect Handrail

Construct and erect handrail according to the Plan details and as follows:

##### 1. Set Anchor Bolts

Set anchor bolts as follows:

- a. Set the anchor bolts according to the Plan details and ensure that the bolts have the correct spacing and projection.  
Projections shown on the Plans are for flat grades and assume no use of shims.
- b. On other grades or where shims are needed, modify the projection shown on the Plans so that after all shims, pads, posts, and washers have been placed, the anchor bolt nut can be screwed completely onto the anchor bolt.
- c. If the projection is too short, lengthen or replace the bolt (at the Contractor's expense) as directed by the Engineer.

##### 2. Prepare Bearing Areas

Before placing the posts, prepare bearing areas as follows to obtain full contact between the posts or shims or pads and the concrete:

- a. Remove all concrete protrusions.
- b. Fill all depressions.
- c. Ensure that bearing areas for posts are true to grade.
- d. Finish concrete with the Type IV—Floated Surface Finish specified in Section 500.3.05.AB.5, "Type IV—Floated Surface Finish."

##### 3. Protect Contact Surfaces

Where aluminum alloys contact other materials, protect the contact surfaces as detailed on the Plans or as follows:

- a. **Contact with Other Metals or Wood.** Separate the contact surfaces with neoprene pads.  
Do not place aluminum alloys in direct contact with copper, copper base alloys, lead, nickel, iron, steel, or wood.
- b. **Contact with Concrete, Stone, or Masonry.** Separate the contact surfaces with neoprene pads.

##### 4. Erect Handrail

Erect handrail as follows:

- a. If the finish on rails or posts is damaged in handling, either repair it to the satisfaction of the Engineer or replace it (both at the Contractor's expense).
- b. Make all rails parallel to grade.

- c. Where bridge rail will be supported on a concrete parapet, set handrail posts normal to grade.
- d. Set other handrail posts plumb. If necessary, use aluminum alloy shims under post bases to achieve plumb posts.
- e. Tighten the anchor bolt nuts to a snug fit with full bearing on the base of the post.
- f. When posts and rails are completely bolted into place, ensure that they are true to line and grade.

**516.3.06 Quality Acceptance**

General Provisions 101 through 150.

**516.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

**516.4 Measurement**

This work will be measured for payment in linear feet of accepted handrail. Handrail will be measured along the top rail from out-to-out of ends of aluminum rail or from out-to-out of aluminum end posts, whichever is greater. No deductions will be made for openings at deck expansion joints or at light standards.

**516.4.01 Limits**

General Provisions 101 through 150.

**516.5 Payment**

This work will be paid for at the Contract Price per linear foot (meter) for aluminum handrail complete in place.

Payment will be made under:

Item No. 516	Aluminum Handrail, ( <u>Type</u> )	Per linear foot (meter)
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**516.5.01 Adjustments**

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT NO.: CSHPP-0007-00(310), FULTON COUNTY  
P.I. NO.: 0007310**

*Add the following:*

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**Section 630 – Modular Block Retaining Wall System**

---

**630.1 General Description**

This Specification covers the required materials, fabrication, construction, measurement, and payment for a Contractor designed modular block retaining wall system.

The scope of work of wall erection includes:

- Grading for wall construction
- Compacting the wall foundation
- General and local dewatering as necessary
- Constructing leveling pads
- Erecting segmental concrete units
- Placing backfill soil reinforcing devices
- Placing and compacting special embankment backfill within the reinforced volume
- Furnishing and placing precast or cast-in-place concrete coping on top of the wall if shown on the Plans.

Ensure that items used to construct the modular block retaining walls but not mentioned in this Specification conform to the applicable Sections of the Georgia D.O.T. Specifications.

**630.1.01 Definitions**

Keystone – KeySystem I retaining wall system by CONTECH Construction Products, Inc.

MESA – Mesa retaining wall system by Tensar International, Inc.

(MBRW) – An acronym for Modular Block MSE Retaining Wall

Wall foundation – The area underlying the leveling pad and the reinforced volume.

### **630.1.02 Related References**

#### **A. Standard Specifications**

Section 106 – Control of Materials

Section 208 – Embankments

Section 500 – Concrete Structures

Section 511 – Reinforcement Steel

Section 514 – Epoxy Coated Steel Reinforcement

Section 535 – Painting Structures

Section 626 – Mechanically Stabilized Embankment Retaining Walls

Section 645 – Repair of Galvanized Coatings

Section 812 – Backfill Materials

Section 848 – Pipe Appurtenances

Section 865 – Manufacture of Prestressed Concrete Bridge Members

Section 870 – Paint

Section 834 – Masonry Materials

#### **B. Referenced Documents**

AASHTO M 243

AASHTO T 22

ASTM A 82

ASTM A 123/A 123M

ASTM A 185

ASTM D 2240

GDT 7

GDT 24a

GDT 24b

GDT 35

GDT 75

QPL 9

QPL 58

Standard Operating procedure 3, Precast/Prestressed Concrete Bridge Members

AASHTO Standards:

Standard Specifications for Highway Bridges, Division I, Section 5, “Retaining Walls” and Division II, Section 7, “Earth Retaining Structures”, Latest Edition, including Interim Editions

ASTM Standards:

C90 Specification for Loadbearing Concrete Masonry Units

C140 Test Methods for Sampling and Testing Concrete Masonry Units and Related Units

C150 Specification for Portland Cement

C331 Specification for Lightweight Aggregates for Concrete Masonry Units

C618	Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use in Concrete
C989	Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
C1372	Specification for Segmental Retaining Wall Units
D698	Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

### 630.1.03 Submittals

Submit construction drawings and design notes to the Engineer for review and approval. The submission shall be prepared and stamped by the Design Engineer who shall be registered as a Professional Engineer in the State of Georgia.

Include in the submission, design notes and reproducible drawings concerning the following:

- A. Details, dimensions, and schedules of all reinforcing steel, including dowels and/or studs for attaching the facing to the backfill reinforcement.
- B. Details of backfill stabilizing devices including the length, spacing and size and type material.
- C. Use Cast-in-place Coping B whenever noise walls, light standards, or any other appurtenance is mounted on top of the barrier or coping.  
Use Cast-in-place Coping A when no appurtenance is used on top of the barrier or coping.
- D. Ensure that Plans match GDOT plans in size, format, borders, title block, etc.
- E. Prepare the Plans in “microstation.dgn” format.
- F. Itemize the wall quantities as follows:
  - 1. Wall Envelope quantities in the Plans.
  - 2. Changed quantities based on the survey verification of the Wall Envelope (Adjusted Wall Envelope).

The time required for preparation and review of plans and calculations will be charged to the allowable contract time. The final plans and calculations for a wall shall be approved prior to beginning construction on the wall.

The Department will be allowed 45 days to review the plans and calculations and provide either approval or review comments to the contractor. The 45-day review time will begin when the Department has received all of the calculations and drawings concerning the structure. Each new submittal from the Contractor as a result of corrections resulting from the Department's review or changes that are made by the contractor to expedite construction or to correct for field errors will have a 45 day review time.

The Department will be the sole judge of the adequacy of the information submitted. The review and acceptance of the final plans and methods of construction by the Department will not in any way relieve the Contractor of responsibility for the successful completion of the work. Contractor delays due to untimely submissions and insufficient information will not be considered as justification for time extensions.

Within 30 days of receiving Department approval of the plans, submit “stamped” reproducible mylar originals for inclusion in the project plans. Also, submit Electronic files of the final plans. For any changes made during construction of the wall, submit “as built” reproducible mylar originals and “as built” electronic files.

### 630.2 Materials

- A. **MESA** – For Mesa Retaining Wall by Tensar, see Section 626.2 “Materials” and Section 809 of the Specifications except as noted herein.
- B. **Backfill Stabilizing Devices - Keystone**
  - 1. Use backfill stabilizing device shop fabricated of cold drawn steel wire conforming to the minimum requirements of ASTM A 82 and welded into the finished strip in accordance with ASTM A 185. After fabrication, apply galvanization in accordance with ASTM A 123.
  - 2. Repair damage to the galvanized coating to the Engineer’s satisfaction at no additional cost to the department.

**C. Connector and Alignment Pins - Keystone**

Provide 9/16 inch (14 mm) diameter galvanized steel connector pins conforming to ASTM A 82 and galvanized in accordance with ASTM A 123 to positively connect the keystrip reinforcement to the segmental concrete facing units. Provide ½ inch (12 mm) diameter fiberglass alignment pins to positively connect the segmental facing units to each other. Alignment pins are used in all units except where keystrips attach to the facing units.

**D. Concrete - MBRW**

1. Use Class A concrete for leveling pads.
2. In concrete facing units, except as indicated in the approved mix design, admixtures will not be allowed. Furnish segmental concrete facing units with a minimum compressive strength after 28 days of 4,000 psi (27.6 MPa) and with a maximum absorption rate of 5 percent by weight manufactured and tested in accordance with ASTM C 1372.

**E. Separator Geotextile - MBRW**

Furnish nonwoven plastic filter fabric that has a minimum unit weight of 6 oz. per square yard (2.0 N per square meter) listed on the QPL for Work in this Specification.

**F. Special Embankment Backfill - MBRW**

1. Unit fill – Furnish 1" (27mm) crushed stone or crushed gravel to fill annulus of segmental facing units meeting the following gradation requirements:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
1 inch (27mm)	100%
¾ inch (19mm)	75-100%
No. 4	0-10%
No. 5	0-5%

2. MBRW Backfill Material – Use material that conforms to the requirements of Subsection 812.2.04.

**G. Certification - MBRW**

The Department will use certified test reports as specified in Subsection 106.05, "Materials Certification" and perform routine tests as a basis for material acceptance furnished for the Work.

**630.2.01 Delivery, Storage, and Handling**

**A. Soil Reinforcing Devices, Connector Pins, Alignment Pins and Geosynthetic Drainage Composite**

1. Check the polymeric materials upon delivery to ensure that the proper material has been received.
2. Storage of polymeric materials:
  - Above -20°F (-29°C)
  - Avoid contact with mud, wet concrete, epoxy and like materials
  - Lay flat or stand on end

**B. Segmental Concrete Facing Units**

1. Check the segmental concrete facing units upon delivery to ensure that proper materials have been received.
2. Storage of segmental concrete facing units:
  - Avoid contact with mud, wet cement, epoxy and like materials
  - Protect from damage (i.e. cracks, chips and spalls)
  - Evaluate damaged units for usage according to ASTM C 90 and ASTM C 1372.

**630.3 Construction Requirements**

**630.3.01 Personnel**

Meet the following personnel requirements:

#### **A. Design**

Use a Design Engineer with the following qualifications to design the wall and prepare and submit plans for approval:

- Is registered as a Professional Engineer in the State of Georgia.
- Has knowledge and experience with the design and construction of Modular Block MSE retaining walls.
- Is available at any time during the life of the Contract to discuss the design of the walls directly with the Department.

#### **B. Construction**

The Contractor or Subcontractor shall meet the following requirements:

- Be experienced in the construction of Mechanically Stabilized Embankment Walls.
- Include on staff, a supervising engineer for the Project with at least five years of experience in the construction of Mechanically Stabilized Embankment Walls.

Submit the following proof, whenever requested by the Department, of the ability to design and/or construct Mechanically Stabilized Embankment Walls.

- Evidence of the successful completion of at least five Projects similar in concept and scope to the proposed wall.
- Resumes of the supervising engineer and foremen to be employed on this Project showing the type and number of Mechanically Stabilized Embankment Walls each worked on within the past five (5) years.

The Department will be the sole judge of the acceptability of the qualifications of the design engineer, supervising engineer and foreman.

### **630.3.02 Equipment**

General Provisions 101 through 150.

### **630.3.03 Preparation**

#### **A. General Requirements – Designing and Detailing**

The Department's plans will include a Wall Envelope. The Wall Envelope will show:

- The existing and proposed ground line,
- The maximum elevation of the top of the leveling pad
- The proposed top of coping or the proposed gutterline elevations where the barrier is attached to the wall
- The soil parameters for the wall design
- The location of any internal walls required
- The location of other appurtenances including but not limited to:
  - Light standards
  - Sound barriers
  - Sign supports
- Other obstructions in the wall backfill including but not limited to:
  - Drainage structures and pipes
- Details of any proposed ditches at the top of the wall
- Proposed pay quantities

Ensure that the wall design is compatible with all horizontal and vertical criteria and backfill loading conditions.

Verify the wall location according to [Subsection 149.1.03.E](#) and Subsection [149.3.03.D](#) before the final wall design is submitted. Include in the verification:

- The top and bottom of the wall envelope
- Backfill design conditions
- Depth of wall embedment



- Location of drainage structures and other obstructions in the wall backfill
- Other appurtenances located on the wall.

If any changes to the wall envelope are required by the field survey, submit plan sheets to the Engineer for approval showing the wall envelope as detailed in the plans with the required changes noted.

## **B. Wall Design**

Use the following design criteria for a Contractor designed wall:

1. Provide one of the following wall systems:
  - KeySystem I (Keystone by CONTECH Construction Products)
  - MESA (Mesa Retaining wall System by Tensar International)
2. Design the MBRW according to the current AASHTO Standard Specifications for Highway Bridges including interims. (Mechanically Stabilized Earth Wall Design – Section 5.8)
3. Design the MBRW to account for all live load, dead load and wind load from all traffic barrier, lights, overhead signs, sound barriers and other appurtenances located on top and adjacent to the wall. Design MBRW to account for all external forces.
4. Assume responsibility for all temporary shoring that may be necessary for wall construction. Design the shoring using sound engineering principles.
5. Provide a minimum length of soil reinforcement of 10 feet (3 m) or seven-tenths (0.7) of the wall height, whichever is greater.
6. Ensure that the special wall backfill extends a minimum of 12 in (300 mm) past the end of the soil reinforcement.
7. Provide internal walls to allow for future widening if shown on the wall envelope. Ensure the internal walls have galvanized wire or concrete facing. Ensure as a minimum, that the facing of the internal walls extend to the back limit of the MBRW Backfill for the permanent wall.
8. Design the barrier for a 500 lbs. per linear foot (744 kilograms per linear meter) loading applied horizontally along the top of the barrier. The barrier shall be continuous or have a counterweight slab continuous over not less than twenty feet.
9. A Foundation Investigation Report may be available from the Geotechnical Engineering Bureau of the Department. The information contained in this report may be used by the Contractor to assist in evaluating existing conditions for design as well as construction. However, the accuracy of the information is not guaranteed and no requests for additional monies or time extensions will be considered as a result of the Contractor relying on the information in this report.
10. Ensure the following requirements are met:
  - The gutterline grade on the proposed top of wall submitted matches the gutter elevations required by the plans.
  - The top of coping is at or above the top of coping shown on the envelope.
  - The leveling pad is at or below the elevation shown on the wall envelope.
  - Any changes in wall pay quantities due to changes in the wall envelope are noted in the contractor's plans
  - All changes in quantities due to the proposed walls being outside the wall envelope (step locations, ending wall at full block, etc.) are shown as separate quantities.
11. Ensure the minimum embedment of the wall (top of leveling pad) is at least 2 feet (600 mm). If the soil slopes away from the bottom of the wall, lower the bottom of the wall to provide a minimum horizontal distance of 10 ft (3 m) to the slope. [i.e. a 2:1 slope in front of the wall requires 5 ft (1.5 m) of embedment; a 4:1 slope in front of the wall requires 2.5 ft (750 mm) of embedment]
12. If the Department's review of the submitted plans and calculations results in more than two submittals to the Department by the Contractor, the Contractor will be assessed for all reviews in excess of two submittals. The assessment for these additional reviews will be at the rate of \$60.00 per hour of engineering time expended.

## **C. Prepare the Foundation**

Before beginning construction, prepare the foundation as follows:

1. Grade the foundation for the modular block retaining wall level to a width equal to or exceeding the width of the reinforced volume and leveling pad.  
Use the top of the leveling pad as the grade elevation.

2. Before beginning the wall and leveling pad construction, compact the foundation to at least 95 percent of maximum laboratory dry density as determined by GDT 7.
  3. If excavating below the leveling pad elevation, reconstruct the area as embankment.
  4. Remove and replace foundation soils that are incapable of sustaining the required compaction as directed by the Office of Materials and Research.
  5. At each segmental unit foundation level, provide a non-reinforced concrete leveling pad as shown on the Plans.
    - a. Place leveling pads so they are level within  $\frac{1}{8}$  in (3 mm) per pad or per 10 ft (3 m), whichever length is greater.
    - b. Repair or replace leveling pads that do not meet this requirement as directed by the Engineer at the Contractor's expense.
    - c. Use non-degradable synthetic rope with a diameter  $\leq \frac{1}{4}$  in (6 mm) or 1 in (25 mm) wide continuous strips of fiberglass shingles to level the segmental units. Do not use more than  $\frac{3}{8}$  in (10 mm) thickness of shims.
    - d. If more leveling is required, take other corrective action, such as replacing the leveling pad.
  6. Embed the wall at least 2 ft (600 mm) into an embankment, when shown on the Plans. Construct the embankment before constructing the leveling pad and placing backfill for the wall.
- For details on leveling pads, see plans and construction details.

#### **630.3.04 Fabrication**

See Subsection 626.3.04 of the Specifications.

#### **630.3.05 Construction**

##### **A. Wall Erection**

Segmental Concrete Facing Unit Installation

1. Place the leveling pad consisting of unreinforced concrete at the elevation(s) and to the dimension(s) shown on the plans.
2. Place the first course of segmental concrete facing units on top of and in full contact with the leveling pad.
3. Check the segmental concrete facing units for proper elevation and alignment.
4. Use non-degradable synthetic rope with a diameter  $\leq \frac{1}{4}$  in (6 mm) or 1 in (25 mm) wide continuous strips of fiberglass shingles to level the segmental units. Do not use more than  $\frac{3}{8}$  in (10 mm) thickness of shims on any single course.
5. Place segmental concrete facing units side by side for the full length of the wall.
6. Use a string line or offset from baseline to maintain proper alignment.
7. Install alignment or connector pins as indicated in the shop drawings.
8. Sweep all excess material from the top of the segmental concrete facing units prior to installing the next course.
9. Lay segmental concrete facing units to create the minimum radius possible, or as otherwise shown on the construction drawings.
10. Install segmental concrete facing units such that only the front face of the units shall be visible.
11. Wall facing vertical tolerances and horizontal alignment shall not exceed  $\frac{3}{4}$  in (19 mm) when measured with a 10 ft (3 m) straight edge. During construction the maximum allowable offset in any joint shall be  $\frac{3}{4}$  in (19 mm). The overall vertical tolerance of the wall (top to bottom) shall not exceed  $\frac{3}{4}$  in per 10 feet (19 mm per 3 m) of wall height.

##### **B. Backfill Soil Reinforcing Device Installation**

1. Verify soil reinforcement is of the proper size and length.
2. Place soil reinforcement at the elevation(s) and to the length(s) shown on the construction drawings or as directed by the Engineer.
3. Place soil reinforcement at 90 degrees to the face of the wall unless otherwise indicated on the Plans or directed by the Engineer.
4. Connect soil reinforcement to segmental concrete facing units by placing them over the connector device as shown on the construction plans.
5. Lay the soil reinforcement horizontally on compacted backfill.

6. Place the next course of segmental concrete facing units over soil reinforcement.
7. Pull the soil reinforcement taut prior to backfill placement.

#### **C. Special Embankment Backfill**

1. Place backfill shortly after erecting each concrete facing unit. Follow these guidelines:
  - a. Place backfill lift to a uniform thickness and place it from the back face of the wall to 1 ft (300 mm) beyond the end of the soil-reinforcing devices. Fill and compact segmental facing units.
  - b. At each soil reinforcement level, compact the backfill to the full length of reinforcing and slope it at 1% (max.) to drain away from the wall before placing and attaching the next layer of reinforcing.
  - c. Repair or replace damaged soil reinforcement or segmental units before attaching and backfilling the reinforcing devices.
  - d. Ensure that the maximum lift thickness is 8 in (200 mm) (loose) and closely follows segmental unit erection. Decrease this lift thickness to obtain the specified density, if required.
  - e. Compact the embankment backfill material to at least 100 percent of maximum laboratory dry density as determined by [GDT 7](#) or [GDT 24a](#), [GDT 24b](#) Method A or B, for full depth of the material.
  - f. Compact the embankment backfill material without disturbing or displacing the reinforcing and segmental units.
  - g. Compact from the area nearest the wall face to the back of the reinforcing except for a strip 3 ft (1 m) wide adjacent to the backside of the wall facing units.
  - h. After compacting the remainder of the layer, compact this 3 ft (1 m) strip with light mechanical tampers without causing the segmental units to move outward.
  - i. Whenever a compaction test fails on a special embankment backfill lift, do not place additional material over that area until the lift is re-compacted and obtains a passing compaction test.

#### **D. Geotextile**

Place geotextile against the back of the facing units as shown on the plans.

#### **E. Storm Drains**

Provide precast segments that have the appropriate storm drain openings into segments at the elevation and locations indicated on drainage profiles.

Place catch basins so that pipes will enter perpendicular (plan view) to the segments or below the leveling pads as shown on the Plans. Coordinate the catch basin construction and the storm drain placement with the wall construction.

#### **F. Dewatering**

Furnish, install, operate, and maintain satisfactory dewatering systems to maintain the site in a dry and workable condition to permit grading, compacting the wall foundation, and erecting and backfilling the wall. Furnish dewatering system equipment and materials and continue the system as long as necessary.

#### **G. Catch Basins and Longitudinal Pipes**

When catch basins are located behind the wall, use the details and methods outlined in the plans.

When longitudinal pipes are located behind the wall, adjust soil reinforcement in accordance with the details provided in the shop drawings.

### **630.3.06 Quality Acceptance**

General Provisions 101 through 150.

### **630.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

## **630.4 Measurement**

#### **A. Excavation and Shoring**

Excavation, including removing unstable material and shoring for construction of the MBRW, will not be measured and paid for separately.

**B. Segmental Concrete Facing Units**

The area of wall face, complete in place and accepted, will be designated for payment by the square foot (meter). The area of drains through the wall will not be deducted.

The wall area (wall envelope) measured for payment will be the area from the proposed top of coping or the proposed gutterline or top of sidewalk elevations to the maximum elevation of the top of the leveling pad.

Any area of cast-in-place facing around drainage structures within the approved wall envelope will not be measured separately. Payment will include all costs for concrete, reinforcing steel in the cast-in-place areas.

**C. Backfill Soil Reinforcement Devices**

The backfill soil reinforcement devices will not be measured separately. Include this cost in the unit price bid for Segmental concrete facing units.

**D. Backfill**

The MBRW backfill material used in the MBRW volume will not be measured separately except as noted below. When not paid for separately, include the cost in the unit price bid for Segmental concrete facing units.

Exceptions:

- Any additional MBRW backfill required as a result of an undercut ordered by the Engineer and requiring the MBRW backfill material to provide stability, as determined by the Engineer, will be paid as additional MBRW backfill.
- If no quantities for this item are included in the proposal, a price of \$25 per cubic yard (\$33.00 per cubic meter) will be paid.

Backfill of undercut areas not requiring materials of grades higher than common excavation soils will not be paid for separately. Include the cost in the overall bid price submitted.

Any backfill material required by construction procedures to extend outside the MBRW volume is considered incidental. Include this cost in the price bid for contract items.

**E. Concrete Leveling Pads**

Concrete leveling pads will not be measured separately. Include this cost in the unit price bid for Segmental concrete facing units.

**F. Cast-in-place Coping A, Cast-in-place Coping B and Precast Coping mounted atop the MSE Wall**

These units, complete in place and accepted, will be designated on the Plans and measured at the Contract Unit Price bid per linear foot (meter) for each type unit.

**G. Dewatering**

No separate measurement or payment will be made for dewatering. Include the cost of dewatering in the price bid for MBRW backfill material.

**630.4.01 Limits**

General Provisions 101 through 150.

**630.5 Payment**

The pay quantities will be the Wall Envelope quantities shown in the Plans unless the Engineer approves an adjusted wall envelope. In this case, the pay quantities will be the adjusted wall envelope quantities.

No additional compensation will be made for any additional material, equipment, design, or other items found necessary to comply with the project Specifications as a result of the Department's review except for changes made necessary by the survey verification required by [Subsection 149.1.03.E](#) and [Subsection 149.3.03.D](#), or other changes approved by the Engineer.

Include in the unit bid prices all costs necessary to comply with the requirements of this specification. No payment will be made for wall area outside of the adjusted wall envelope.

**A. Excavation and Shoring**

Excavation, including removing unstable material and shoring for construction of the mechanically stabilized

embankment retaining wall, will not be paid for separately.

The area of wall face, complete in place and accepted, will be paid for by the square foot (meter). The area of drains through the wall will not be deducted.

Any area of cast-in-place facing around drainage structures within the approved wall envelope will be paid as wall face. Payment will include all costs for concrete, reinforcing steel in the cast-in-place areas.

No separate payment will be made for architectural treatment.

No separate payment will be made for internal wall facing, internal wall backfill stabilizing devices or additional MBRW backfill necessitated by the internal wall.

**C. Backfill Stabilizing Devices**

The backfill stabilizing devices will not be paid for separately. Include this cost in the unit price bid for Segmental concrete facing units.

**D. Backfill**

The MBRW backfill material used in the MBRW volume will not be paid for separately except as noted below. When not paid for separately, include the cost in the unit price bid for Segmental concrete facing units.

Exceptions:

- Any additional MSE backfill required as a result of an undercut ordered by the Engineer and requiring the MBRW backfill material to provide stability, as determined by the Engineer, will be paid as additional MBRW backfill.
- If no quantities for this item are included in the proposal, a price of \$25 per cubic yard (\$33.00 per cubic meter) will be paid.

Backfill of undercut areas not requiring materials of grades higher than common excavation soils will not be paid for separately. Include the cost in the overall bid price submitted.

Any backfill material required by construction procedures to extend outside the MBRW volume is considered incidental. Include this cost in the price bid for contract items.

**E. Concrete Leveling Pads**

Concrete leveling pads, including steps shown in the Plans will not be paid for separately.

**F. Cast-in-place Coping A, Cast-in-place Coping B and Precast Coping mounted atop the MSE Wall**

These units, complete in place and accepted, will be designated on the Plans and paid for at the Contract Unit Price bid per linear foot (meter) for each type unit.

**G. Dewatering**

No separate payment will be made for dewatering. Include the cost of dewatering in the price bid for special embankment backfill.

Payment will be made under:

Item No. 630	Segmental concrete facing units -	Per square foot (meter)
Item No. 630	Modular Block Retaining Wall Backfill Material	Per cubic yard (meter)
Item No. 630	Modular Block Retaining Wall Cast-in-place coping, A	Per linear foot (meter)
Item No. 630	Modular Block Retaining Wall Cast-in-place coping, B	Per linear foot (meter)
Item No. 630	Modular Block Retaining Wall Precast coping	Per linear foot (meter)

**630.5.01 Adjustments**

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT NO.: N/A  
COUNTY: FULTON  
P.I. NO. 0007310**

**Section 766—Irrigation System**

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**766.1 General Description**

This work consists of furnishing all labor, materials, equipment and miscellaneous items necessary for the removal and replacement of irrigation systems located within the project limits of State Route 120. This includes all irrigation systems within the right of way and easements. It is anticipated that existing irrigations systems are located at approximately seven (7) subdivisions entrances that may be impacted by the project. Irrigation systems should be designed and built as close as possible to the original location and as directed by the Engineer. The irrigation work is classified as “Design and Build”, to capitalize on current innovative project design and best management practices in the industry.

**766.1.01 Definitions**

General Provisions 101 through 150.

**766.1.02 Related References**

**A. Standard Specifications**

**B. Referenced Documents**

General Provisions 101 through 150.

**766.1.03 Submittals**

General Provisions 101 through 150.

**766.2 Materials**

- A. Piping underneath paving shall be Schedule 40 PVC sleeves
- B. All plastic piping shall be extruded from PVC 1120-1220 compound and labeled. All PVC piping and fittings shall be Schedule 40.

**766.2.01 Delivery, Storage, and Handling**

General Provisions 101 through 150.

**766.3 Construction Requirements**

**766.3.01 Personnel**

General Provisions 101 through 150.

**766.3.02 Equipment**

General Provisions 101 through 150.

**766.3.03 Preparation**

General Provisions 101 through 150.

## **Section 766—Irrigation System**

### **766.3.04 Fabrication**

General Provisions 101 through 150.

### **766.3.05 Construction**

- A. The successful bidder will provide a preliminary set of drawings for review and approval, showing all sprinkler heads, valves, and necessary piping locations.
- B. Install the piping at or below twelve (12) inches
- C. Boring will be required underneath driveways and roadways
- D. Prior to installation of sprinkler heads and back filling, all piping shall be flushed with a full head of water to clean out the system.
- E. Lines shall be pressure tested at least two hours at 150 PSI and show no sign of leakage or loss of pressure
  - o Written documentation of this test will be provided
- F. Wiring and pull boxes
  - o Wiring must comply with all local, state and national Codes
  - o Is to be continuous
  - o All wiring under pavement must be in conduit
- G. All sprinkler heads valves, and quick couplers shall be commercial grade products. All products must be approved by the City of Johns Creek prior to installation
- H. All sprinkler heads shall be set to grade and perpendicular to finished grades
- I. All gate valves shall be installed with valve boxes.
- J. All gates valves shall be two hundred (200) pound rated
- K. No part of the irrigation system will be backfilled until it has been inspected
- L. All backfill materials shall be free of rocks or lumps
- M. All backfill materials will be tamped to ensure soil will not settle no more than ¼ inch in one year

### **766.3.06 Quality Acceptance**

General Provisions 101 through 150.

### **766.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

## **766.4 Measurement**

This work will be measured for payment as lump sum.

### **766.4.01 Limits**

General Provisions 101 through 150.

## **766.5 Payment**

This work will be paid for at the Contract Price based on completion of the scope of work.

Payment will be made under:

Item No. 766	Irrigation System	Lump Sum
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### **766.5.01 Adjustments**

General Provisions 101 through 150.